

ADMINISTRATIVE FILE

American Chicle Co.

X

April 28, 1958



LIEBERNAN, EATZ & ARONSON Paramount Building 1501 Broadeay Nme York 36, New York



Att: Isadore Esta, Esquire

Re: Apprican Chicle

Dear Is:



Reference in made to your letter of April 23, 1958, containing the Covenant Not To Sue the various partice-dafandant, signed by the American Chicle Company and dated April 17, 1958.



This apparently winds up this matter, and I would like to express my appreciation to you for the way in which it was handled.

With kindost personal regards, I remain

Sinceraly yours,

Gerard F. Treanor House Counsel

GFT: oh

J. 1885

LAW OFFICES
LIEBERMAN, KATZ & ARONSON
COURSELORS AT LAW

CHICKERING 4-2463 2464

ELIAS LIEBERMAN VINSON C. ARONSON ISADORE KATZ

PARAMOUNT BUILDING
1501 BROADWAY, NEW YORK 36

April 23, 1958

International Brotherhood of Teamsters, 25 Louisians Avenue, N.W., Washington 1, D.C.

Attention: Gerard F. Treanor, Esq.

Re: American Chicle

Dear Gerry:

You will no doubt recollect that some time ago the American Chicle Company instituted an action under Section 303 of the Taft-Hartley Act sgainst the International, Eastern Conference, Joint Council 16, Joint Council 73, and approximately 22 local unions. After a series of discussions, negotiations and exsminations before trisl, we finally succeeded in securing an agreement from the company to discontinue the action and to deliver Covenants Not To Sue after December 1957, provided no further violations of the Act occurred. All parties complied with the agreement and today I received from counsel for the company three signed copies of the agreement containing the Covenant Not To Sue the various parties-defendant.

I enclose herewith the signed original of the agreement for your files.

Sincerely yours,

LIEBERMAN, KATZ & ARONSON

BY O

Isadore Katz

IK:GZ Encl.

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Agreement entered into by the undersigned, AMERICAN CHICLE COMPANY, with the Unions and Locals hereinafter named, several counterparts of which Agreement are dated June 26, 1956, and August 31, 1956, the undersigned, AMERICAN CHICLE COMPANY, does hereby covenant and agree that it will not at any time bring an action nor seek to recover damages against the Unions and Locals hereinafter named, based on the specific occurrences set forth in the causes of action of the complaint in the action instituted in the United States District Court for the Southern District of New York, entitled "American Chicle Company against International Brotherhood of Teamsters, et al., Civil Action No. 95-391," which action had been discontinued pursuant to the terms and provisions of the aforesaid agreement:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

EASTERN CONFERENCE OF TEAMSTERS

JOINT COUNCIL 16 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

JOINT COUNCIL 73 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

The following Locals affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and with Joint Council 16:

Local 8, Local 202, Local 282, Local 363, Local 553, Local 584, Local 602, Local 643, Local 687, Local 707, Local 757, Local 804, Local 807, Local 813, Local 814, Local 816, Local 818, Local 819, Local 852, Local 917, Local 1345 and Local 831.

The following Locals affiliated with the International Brotherhood of Teamsters, Chauffeurs,

Warehousemen and Helpers of America and with Joint Council 73:

Local 560, Local 617 and Local 641.

IN WITNESS WHEREOF, AMERICAN CHICLE COMPANY has executed this instrument this 17 day of April, 1958.

AMERICAN CHICLE COMPANY

Бу

President.

American Chicle Co. November 6, 1956 Mr. Isadore Kats, Attorney 1501 Broadway . New York. New York. Dear Sir : Pursuant to the recommendation of Mr. J. Albert Well, Teameters. I am onclosing for transmittal by you to the propor representatives of the American Chicle Company, the letter requested by mem in connection with the settlement of the litigation involving the American Chicle Company and the International Brotherhood of Teametere. Einar O. Mohn, EOM:b Vice Prosident. PROM THE OFFICE OF DAVE BECK, GENERAL PRESIDENT

November 6, 1956

Amarican Chicle Company 30 - 30 Thomson Avenue Long Island City 1, New York.

Dear Sire:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Easter's Conference of Teamstere, and with Locale 707 and 302 affiliated with the International Brotherbood of Tenmeters. We understebd that an egreement similar in form and substance to that agreement of June 26, 1956 has been signed by all of the other Locals Linclyding Joint Council 16 and Joint Council 73) who were defendant in the action brought by you in the United States District Court for the Southern District of New York entitled "AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEMMSTERS ET AL. ", Civil action 95-391. We also understand that before you sign such agreement with the other Locals and delivar a signed copy to them, you would like our assurance that the tarm and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the afomesaid agreement between you and ell the other Locals in the action. which subdivisions, we understand, are similar in form and substance to the corresponding subdivisions in the agreement made by ue with you dated June 26, 1956, will be compiled with by as with the same force end effect as though we were actually a party to the agreement which you have made with the other Locals just as we were a party to the agreement of June 26, 1956.

We hereby achnowledge and egree that this is the case, and that the provisions of subdivisions (c), (d) and (e) of Paragreph IV of the agreement between you end the other Locale dated August 31, 1956 will be complied with by ue.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-MEN AND HELPERS OF AMERICA, AFL-CIO

Ву

Einar O. Mohn, Vice President

DAVE DECK. GENERAL PRESIDENT

November 6, 1956

Americas Chicle Compasy 30 - 30 Thomeos Avenue Long Island City i, New Yark.

Dear Sire:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Eastern Conference of Teametere, and with Locals 707 apd 80% affiliated with the International Brotherhood of Teemeters. We understand that an egreement similar in form and eabetance to that agreement/of June 26, 1956 has been eigand by all of the other Locais Vinclading Joint Council 16 and Joint Council 73) who were defendants in the ection brought by you is the United States District Court for the Southern District of New York estitled " AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEMMSTERS ET AL. ", Civil action 95-391. We elso understant that Before you eign such agreement with the other Locale and deliver a eigned copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the eforceaid agreement between you and eil the other Locale in the action, which subdivisions, we understand, are similar in form end eabetance to the corresponding subdivisions in the agreement made by as with you dated Jues 26, 1956, will be complied with by as with the same force and effect as though we were ectually a party to the egreement which you have made with the other Locale jact as wa were a party to the agreement of June 26, 1956.

We hereby acknowledge and egree that this is the case, and that the provisions of subdivisions (c), (d) and (e) of Paragraph IV of the agreemant between you and the other Locals dated August 31, 1956 will be complied with by as

Very traly youre,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-MEN AND HELPERS OF AMERICA, AFL-CIO

Einar O. Mohn , Vice President

FORM OF LETTER

October , 1956

American Chicie Company 30-30 Thomson Avenue Long Island City 1, N. Y.

Dear Sirs:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Eastern Conference of Teamsters, and with Locals 707 and 807 affiliated with the International Brotherhood of Teamsters. We understand that an agreement aimilar in form and substance to that agreement of June 26, 1956 has been signed by all of the other Locals (including Joint Council 16 and Joint Council 73) who were defendants in the action brought by you in the United States District Court for the Southern District of New York entitled "AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ET AL.", Civil action No. 95-391. We also understand that before you sign such agreement with the other Locals and deliver a signed copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the aforesaid agreement between you and all the other Locals in the action, which subdivisions, we understand, are similar in form and substance to the corresponding subdivisions in the agreement made by us with you dated June 26, 1956, will be complied with by us with the same force and effect as though we were actually a party to the agreement which you have made with the other Locala just as we were a party to the agreement of June 26, 1956.

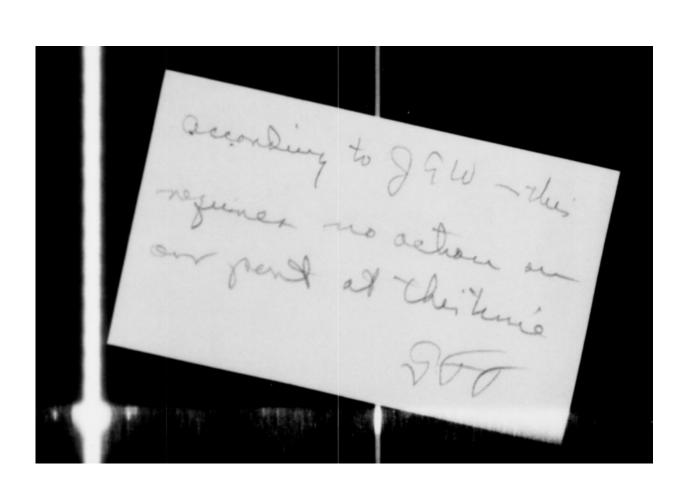
We hereby acknowledge and agree that this is the case, and that the provisions of subdividisions (c), (d) and (e) of Paragraph IV of the agreement between you and the other Locals dated August 31, 1956 will be complied with by us.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUPPEURS, MAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L. - C. I. O.

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TRATIVE FILE Emerican Chick Company LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR A ALBERT WOLL AND CONGRESS OF INDUSTRIAL ORGANIZATIONS WILLIAM S. TYSON HOBERT C. MAYER 736 BOWEN BUILDING WASHINGTON S. D. C. Cctober 19, 1956 TELEPHONE REPUBLIC 7-1717 Mr. Einer C. Mohn Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America 25 Louisiana Avenue, N.W. Washington 1, D. C. Re: American Chicle Company Dear Einar: I enclose for your information a copy of a letter dated October 15, 1956, sant me by Attorney Isadore Katz, 1501 Broadway, New York 36, N. Y., which I believe to be self-explanatory. Also enclosed is a copy of a proposed form of letter which Attorney William Falatiner of the American Chicle Company proposes that we send to the American Chicle Company and which Attorney Katz has approved our sending. This proposed letter was included in Mr. Katz'a letter to me. The effect of the International sending the proposed letter to American Chicle would be to extend the International's commitment previously made to American Chicle with respect to the Eastern Conference of Teamsters and Locals 707 and 807, to Joint Councils 16 and 73 and those local unions within those Joint Councils who were defendants in the litigation brought by American Chicle in the "n'ted States District Court for the Southern District of New York, entitled "AMERICAN CHICLE COMPANY egainst INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ET AL.", Civil action No. 95-391. After you have had an opportunity to examine the enclosed I think it would be well to discuss this matter before any final decision is made. With every best wish, I am J. ALBERT WOLL JAW: jm ancl.

Law Offices

ITERRAMAN. KATT & ARCHSON

Elias Lieberman Vinsen C. Arensen Jasdore Katz Faramount Fullding
1501 Broadway, New York 36
(ctober 15, 1956)

J. Albert Woll, Pag. 736 Powen Building Washington 5, D. C.

Re: American Chicle Co.

mer Al:

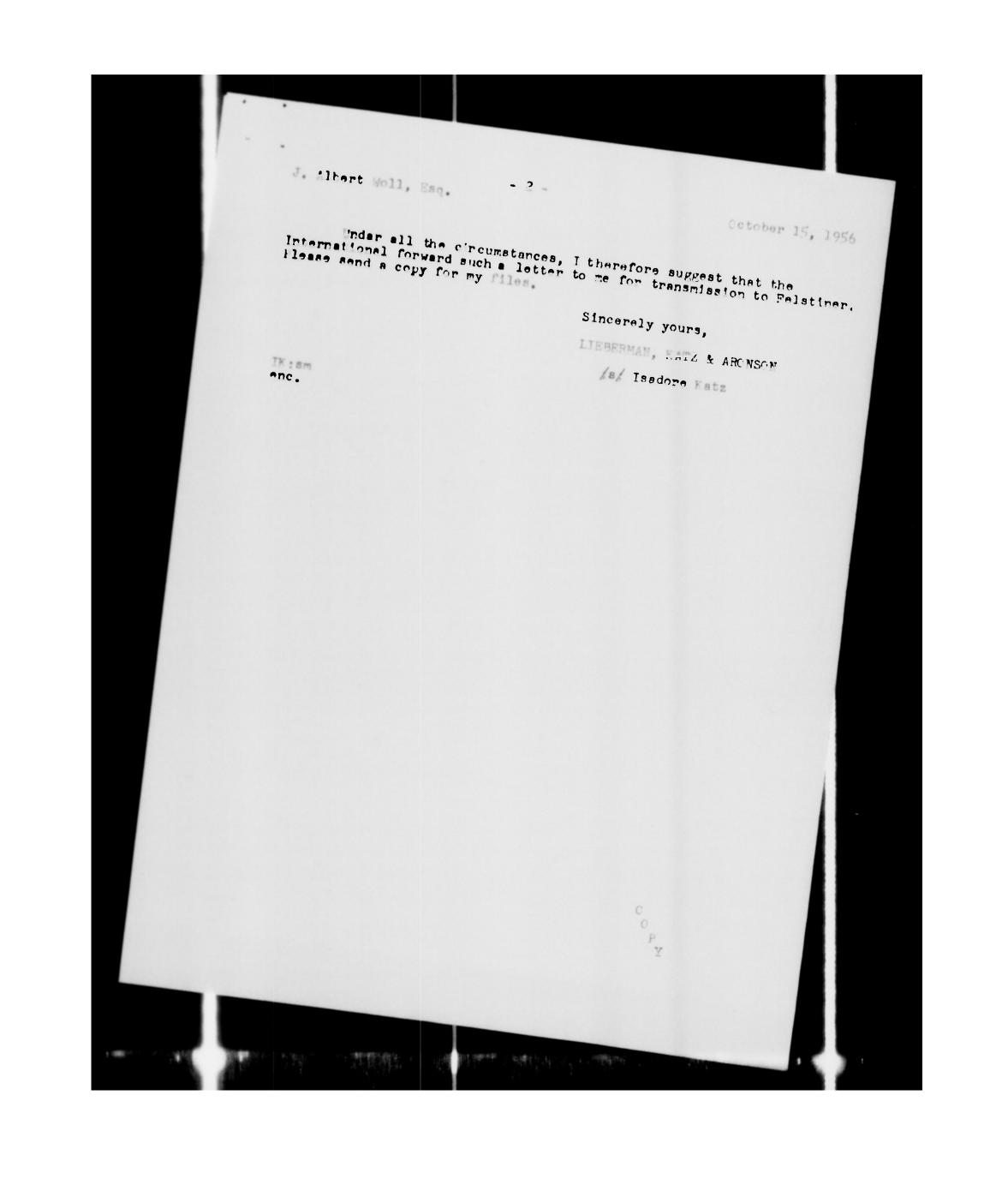
In connection with our conversation the other day concerning the request of Hill Pelatiner that the International forward a letter to American Chicle, I enclose herewith a form of letter which Felstiner drafted and which I believe is satisfactory.

The rerestable IV (c), (d) and (e) to which the form letter refers is similar in all respects to paragraph IV (c), (d) and (e) in the agreement of June 26 which the International had signed, excepting, nowever, that it refers to Joint Council 16 and Joint Council 73, whereas the agreement you signed refers to the mastern Conference.

The above mentioned subdivisions of paragraph IV provide in (c) that the International approves and authorizes the other Locals to assume the obligations not to licket, etc., and further that it will not interfere or attempt to interfere in the compliance by the Locals and their members with the oblinations they had assumed; subdivision (d) provides that the International will not order, encourage or direct any local to indulge in picketing or economic pressure and will not permit the locals to publicize in any way that picketing they might inille in has been authorized or approved by the Internationa; subdivision (a) provides that in the event a Local does picket, etc., the International will, at the request of the Company, give a letter to the commony advising that the action is being carried on without the approval of the International and grant permission to the Company to make copies of said letter and distribute it, and further, that the International will advise railroad and trucking unions that such picketing is without the approval or authority of the International.

t appears to me that there is no possibility of the International being required to take affirmative action which will bring it in conflict with any other subordinate body, excepting that it will state in writing that it has not authorized picketing or economic pressure against hicle.

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FORM OF LETTER

october , 1966

American Chicle Company 30-30 Thomson Avenue Long Island City 1, N. Y.

Dear Sirs:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Eastern Conference of Teamsters, and with Locals 707 and 807 affiliated with the International Brotherhood of Teamsters. We understand that an agreement similar in form and substance to that agreement of June 26, 1956 has been signed by all of the other Locals (including Joint Council 16 and Joint council 73) who were defendants in the action brought by you in the United States District Court for the Southern District of New York entitled "AMERICAN CHICLE COMPANY aceinst INTERNATIONAL PROTECTION OF TEAMSTERS, ET AL." Civil action No. 95-391. We also understand that before you sign such agreement with the other Locals and deliver s signed copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the a foresaid agreement between you and all the other locals in the action, which subdivisions, we understand, are similar in form and substance to the corresponding subdivisions in the egreement made by us with you dated June 26, 1956, will be complied with by us with the same force and effect as though we were actually a party to the arreement which you have made with the other loggle just as we were a party to the agreement of June 26, 105%

e hereby acknowledge and agree that this is the case, and that the provisions of subdivisions (d) and (e) of Paregraph TV of the agreement between you and the other locals dated August 31, 1956 will be complied with by us.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L. - C. J. O.

AMINISTRATIVE FILE

American Chick Co.

J. ALBERT WOLL

GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR

AND CONGRESS OF INDUSTRIAL ORGANIZATIONS

J. ALBERT WOLL WILLIAM S. TYBON ROBERT C. MAYER JOHN E. MICARTY RICHARD H. FRANK GERARD F. TREANOR

July 19, 1956

736 BOWEN BUILDING
WASHINGTON 5, D. C.

TELEPHONE REPUBLIC F- IFIF

Mr. Einar O. Mohn,
Assistant to the General President,
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers
of America,
25 Louisiana Avenue, N. W.,
Washington 1, D. C.

Re: American Chicle Co. v. I.B.T.

Dear Einar:

Enclosed is a statement submitted by the law firm of Lieberman, Katz and Aronson, in the amount of \$5,000.00 for legal service, and in the amount of \$68.21 for disbursements in connection with the American Chicle Company-International Brotherhood of Teamsters matter. Heretofore, we have paid the firm mentioned the sum of \$1,500.00, so that the statement submitted in the amount of \$5,000.00 would represent a total of \$6,500.00 in connection with legal service performed in connection with the Chicle case.

As you know, a settlement has been finally effected after approximately a year and a half of negotiations. As you also know, Mr. Katz was very active in these negotiations and assumed a major role therein. His services were excellent; the results were very satisfactory, and I think his atatement for services is reasonable. I recomment, therefore, that the International forward a check to Mr. Katz in payment of the atatement submitted. I am informed that he intends to leave by Wednesday of next week on a vacation and I therefore urge that a check be forwarded to him as early as possible so that he might better enjoy this vacation.

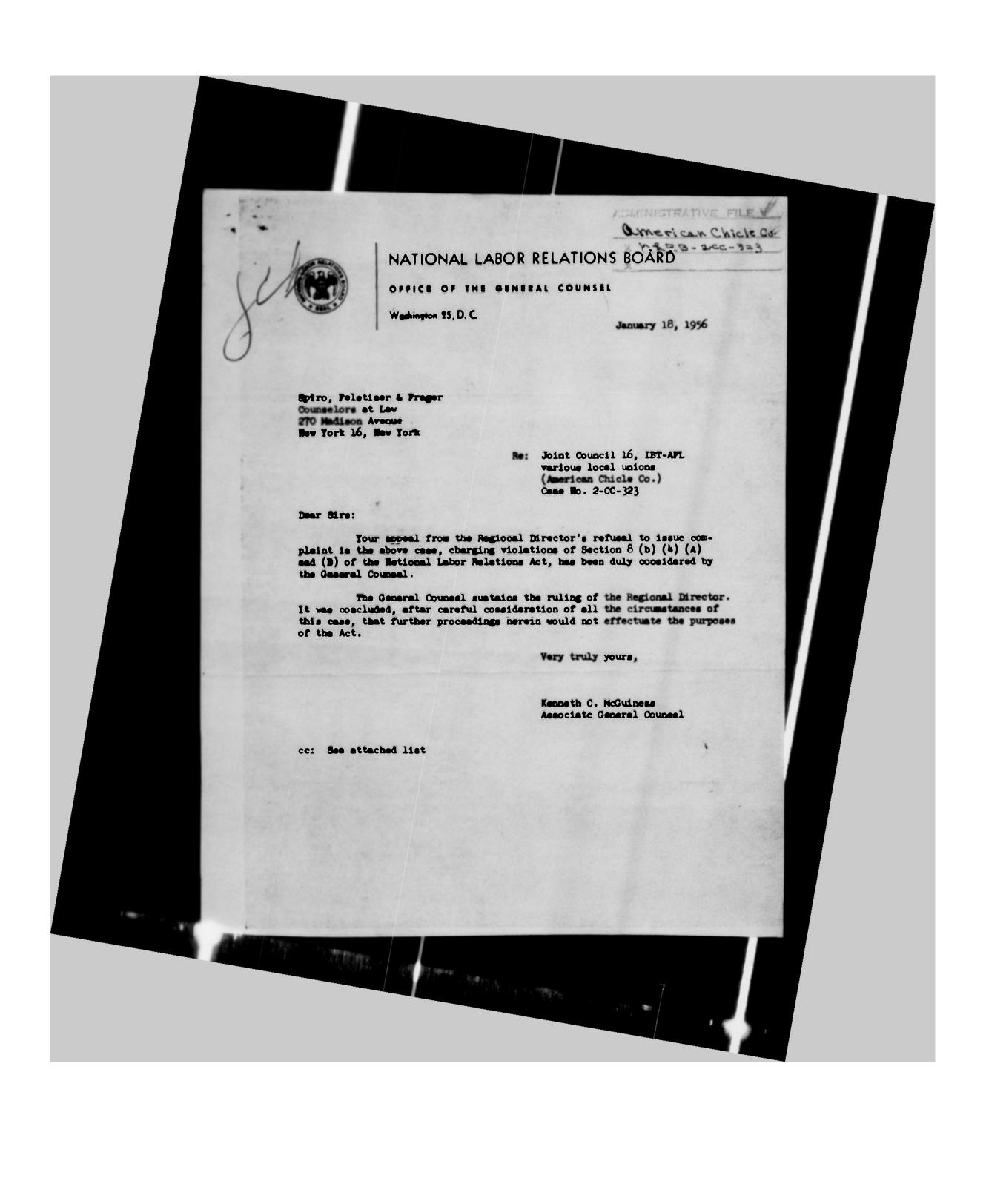
Sincerely,

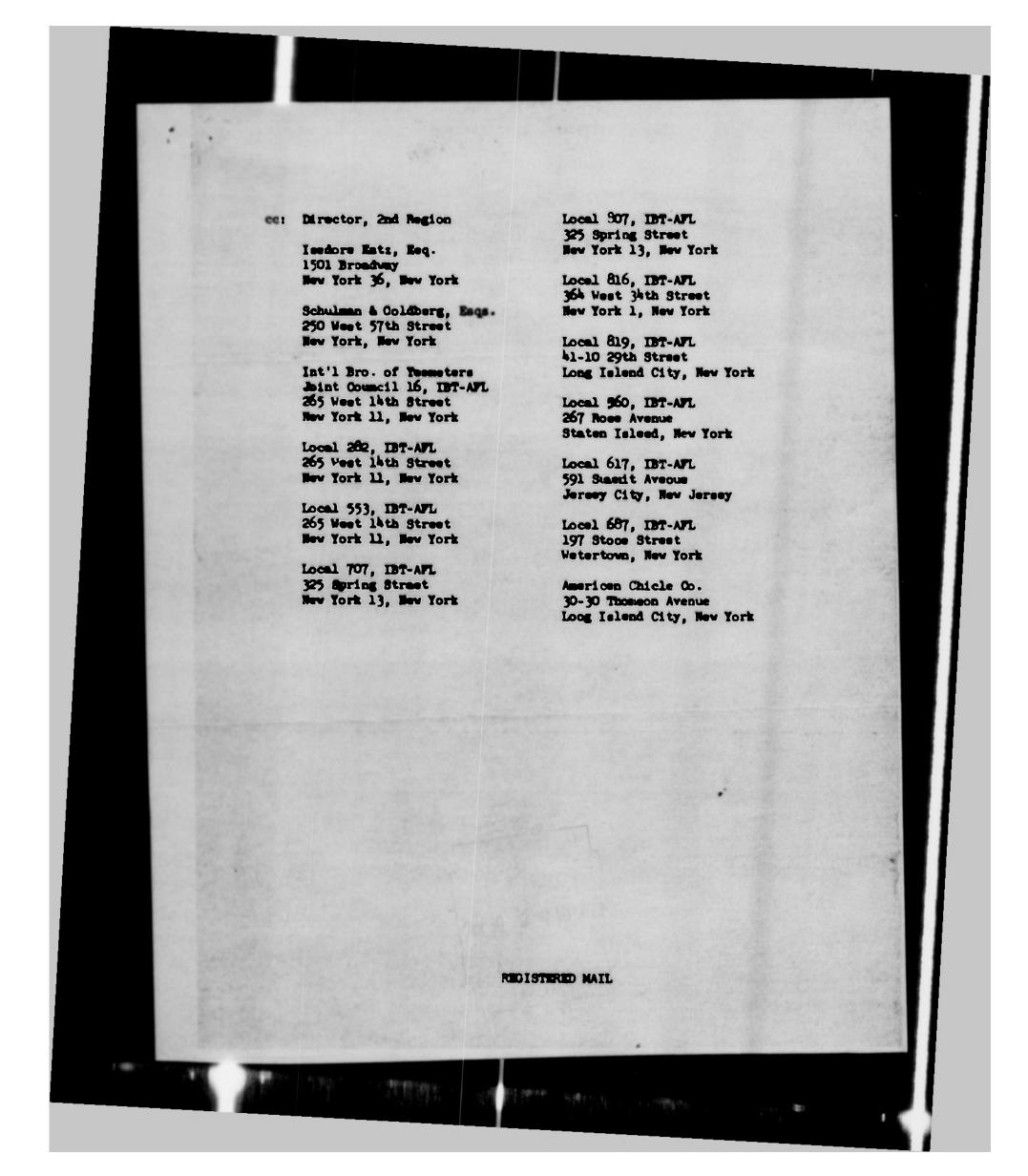
J. Albert Woll

JAW:pr

Enclosure

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NATIONAL LABOR RELATIONS BOARD

2 Park Avenue, New York 16, N. Y.

Tel. Murray Hill 9-8730

1017

November 15. 1955

American Chicle Co. 30-30 Thomson Ave. Long Island City, N. Y.

Ra: Joint Council 16, IET-AFL, various local unions (American Chicle Co.) Case No. 2-CC-323

Cantlemen:

The above-captioned case charging a violation under Section θ of the National Labor Relations Act as amended has been carefully investigated and considered.

It does not appear that further proceedings are warranted insauch as it would not effectuate the policies of the Act to proceed further. I am, therefore, refusing to issue Complaint in this matter.

Pursuant to the National Labor Relations Board Rulas and Regulations, you say obtain a review of this action by filing a request for such review with the General Counsel of the National Labor Relations Board, Mashington 25, D. C., and a copy with ma. This request must contain a complete statement setting forth the facts and reasons upon which it is based. The request should be filed within 10 days from the date of receipt of this letter, except that the Cancral Counsel may, upon good cause shown, grant special permission for a longer period within which to file.

Very truly yours,

REGISTERED FAIL R.R.R.

Charles T. Douds Regional Director

CC: General Counsel
Mational Labor Relations Board
Washington 25, D. C.

P (cs

ADMINISTRATIVE FILE LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL AMERICAN FEDERATION OF LABOR J. ALBERT WOLL WILLIAM S. TYSON November 9, 1955 736 BOWEN BUILDING ROBERT C. MAYER JOHN E. MICARTY WASHINGTON 5, D. C. TELEPHONE REPUBLIC 7-1717 JAMES M. PALLON Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 25 Louisians Avenue Northwest Washington 1, D. C. RE: American Chicle Dear Mr. Mohn: Enclosed is a copy of a letter that Attorney Isadore Katz sent to Samuel J. Cohen, Esq., Attorney for the New York Joint Council, which letter I believe to be self-explanatory. Sincerely yours, J. ALBERT WOLL JAW-mmf Encl.

Law Offices LIEBERMAN, KATZ & ARCNSON Counselors at Law 2462 Chickering 4-2463 2464

Paramount Building 1501 Broadway, New York 36

November 7, 1955.

Samuel J. Cohen, Eaq., 50 East 42nd Street, New York 17.

Dear Sam:

RE: AMERICAN CHICLE

I regret that you were unable to be present in Washington last Friday where, at a conference between myself, Woll and Einar Mohn, the American Chicle matter was fully discussed.

I advised Mohn and Woll that you had agreed to try to draft a written proposal, satisfactory to your clients and to the International and the Eastern Conference, for aubmission to counsel for the American Chicle Company. It was auggested that you do this as quickly as possible, because it was undesirable to allow the matter to remain in its present indeterminate state.

I have been asked to advise you, on behalf of the International and the Eastern conference, that unless the matter can be settled satisfactorily to all concerned within a period of ten days, the International and the Eastern Conference will proceed to dispose of the matter along the general lines of the original proposal, even though all of the defendants in the action do not follow the same course.

I tried to reach you by telephone this morning, to inform you of the contents of this letter, but was unable to reach you. I nave, therefore, been constrained to write this letter to you so that you will be informed of the intentions of the International and the Eastern Conference to dispose of the matter if within the next ten days a satisfactory disposition cannot be made upon a submission prepared by you.

Sincerely, LIEBRRMAN, KATZ & ARONSON

Ву

Isadore Katz

C O P il.

LAW OFFICES OF

J. ALBERT WOLL

GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR

J. ALBERT WOLL WILLIAM S. TYSON ROBERT C. MAYER JOHN E. MICARTY RICHARD H. FRANK JAMES M. FALLON

736 BOWEN BUILDING WASHINGTON 5, D. C.

ADMINISTRATIVE FILE

TELEPHONE REPUBLIC 7-1717

August 22, 1955

Mr. Binar Mohn
Assistant to the President
International Brotherhood of Teamsters,
Chauffers, Warehousemen &
Helpers of America
25 Louisiana Avenue, N. W.
Washington 1, D. C.

In re: IBT and Eastern Conference

Dear Einar:

On August 18th I conferred with stroney Sam Cohen legal representative of the New York Joint Council of Teamsters, attorney Isadore Katz and attorneys for several of our local unions affiliated with the New York Joint Council, concerning a possible stipulation that might end the litigation instituted by the American Chicle Company. Thereafter, along with Mr. Katz and Mr. Cohen I conferred with stroneys for the American Chicle Company.

At the latter conference the suggestion was made to the attorneys for American Chicle that the International Brother-hood of Teamsters and its subordinate bodies in New York would cease all activity of any kind or nature at American Chicle for a period of one year if, in turn, American Chicle would dismiss without prejudice, the law suit it has instituted in the State Court of New York. This latest proffer is now being considered by attorneys for American Chicle and I expect to hear from them within the next week. In making this proffer Mr. Katz and I have been assured by Mr. Cohen that the New York Joint Council and its affiliated unions would be satisfied with a determination of the litigation under the conditions mentioned.

I will keep you currently informed of all further developments in this matter.

With every best wish.

Sincerely,

J. Albert Woll

JAW/McC

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ADMINISTRATIVE_FILE_ LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR # ALBERT WOLL June 30, 1955 ROBERT & MIER 736 BOWEN BUILDING P-C-0-0-P to 7-0-004 WASHINGTON B, D. C. ---TELEPHONE REPUBLIC 7-1717 Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamatera, Chauffeura, Warehousemen and Helpera of America 25 Louisiane Avenue Northwest Washington 1, D. C. Ra: American Chicle Co. v. IBT Dear Einar, Enclosed is a copy of the latest letter which I received today from Attorney Isadore Katz relating to the above matter. Enclosed also is a copy of my letter to Mr. Katz. I think it would be well for Katz to arrange, if possible, a meeting of all attorneys involved in defending the litigation brought by American Chicle with the end in view of making a final effort at reaching a settlement agreement these attorneys could submit to their respective clients with a recommendation for their approval. With every beat wish, I am Sincerely yours, Madwell J. ALBERT WOLL JAW-mmf Encla.

LAW OFFICES OF

J. ALBERT WOLL

GENERAL COUNSEL AMERICAN FEDERATION OF LABOR

J. ALDERT WOLL WILLIAM S. TYSON ROBERT C. MAYER JOHN E. MICARTY RICHARD M. FRANK JOSES W. PALLON

June 30, 1955

736 BOWEN BUILDING WASHINGTON 5, D. C.

TELEPHONE REPUBLIC 7-1717

Isadore Kets, Esquire thil Lexington Avenue New York 17, New York

Ra: American Chicle Co. v. IBT

Dear Is,

Upon my return to washington after attending the Congress of the International Confederation of Free Trada Unions at Vienne, your letters of June 15 and 23 were brought to my attention, and shortly thereafter I received your letter of June 27. This morning I received your letter of June 29.

In view of our telephons conversation of this morning, I do not think it necessary now to write you concerning the various problems that you have encountered in connection with the settlement of this American Chicle metter and which you relate in the letters mentioned.

As we agreed this morning, I think it would be well to arrange a meeting of attorneys, at which should be present you and I and those attorneys representing the Joint Council and the various unions in the Joint Council that are involved in the Chicle matter. Fending the axplosation of the possibilities of such a meeting, I think it would be a good idea to communicate with Attorneys Felkiner and Preger and explain to them that we desire to explore the possibility of a settlement once more and suggest that, pending this final exploration, they consent to let the present court litigation and other related legal procedures remain in status quo.

After you have plumbed the possibility of such ettorneys meeting, please let me know and if such a meeting is to be hald I will arrange to be present.

With every best wish, I am

Sincerely yours,

JAW-mini

J. ALBERT WOLL

Law Offices

ISADORE KATZ

441 Lexington Avenue

New York 17, N.Y.

Suite 1005-6 MUrray Hill 2-5197

June 29, 1955

J. Albert Woll, Eaq. 736 Bowen Building Washington 5, D. C.

Re: American Chicle v. IBT, et al.

Dear Al:

I have just been informed by Dan Meyer, Esq. of Sig Cohen's office, that at a meeting of Joint Council No. 16 held last night, the proposed settlement agreement was rejected by all Locals, except Local 807 which voted in favor, and Local 707 which held its vote in abeyance.

Mr. Felstiner called me this morning to inquire about the outcome of the meeting and I gave him the above information.

Under the circumstances, I suppose there is nothing further to be done except to continue preparation for trial.

A few weeks ago, at the suggestion of Sid Cohen, I talked with Einar Mohn about the possibility of working out a settlement on behalf of the International, Eastern Conference and Local 807, despite the refusal of the other defendants to go along. Mohn was of the opinion, properly I think, that the International could not proceed along such lines and attempt to effectuate an abandonment of the Joint Council and its Locals in this case.

I might say further that at no time was I informed by any representative of the Locals and the Joint Council which opposed the settlement agreement that they desired changes made in the proposed agreement.

If you have any suggestions or advice in view of the present situation, I wish you would advise me.

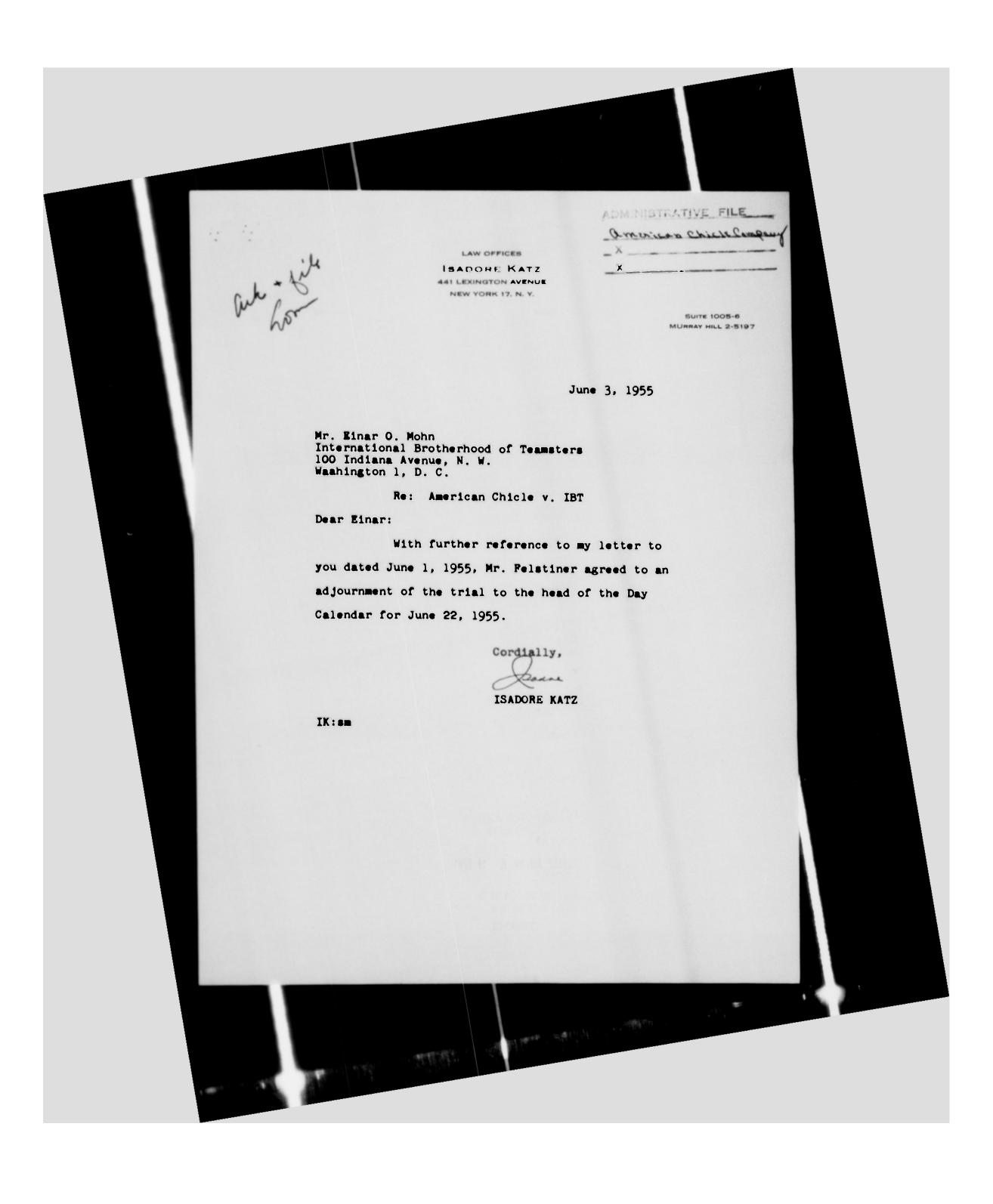
Cordially,

S/ ISADORE KATZ

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Military PAL



LAW OFFICES
ISADORE KATZ
441 LEXINGTON AVENUE
NEW YORK 17, N. Y.

SUITE 1008-8 MURRAY HILL 2-5197

June 1, 1955

Mr. Einar O. Mohn International Brotherhood of Teamsters 100 Indiana Avenue, N. W. Washington 1, D. C.

Re: American Chicle v. IBT

Dear Einar:

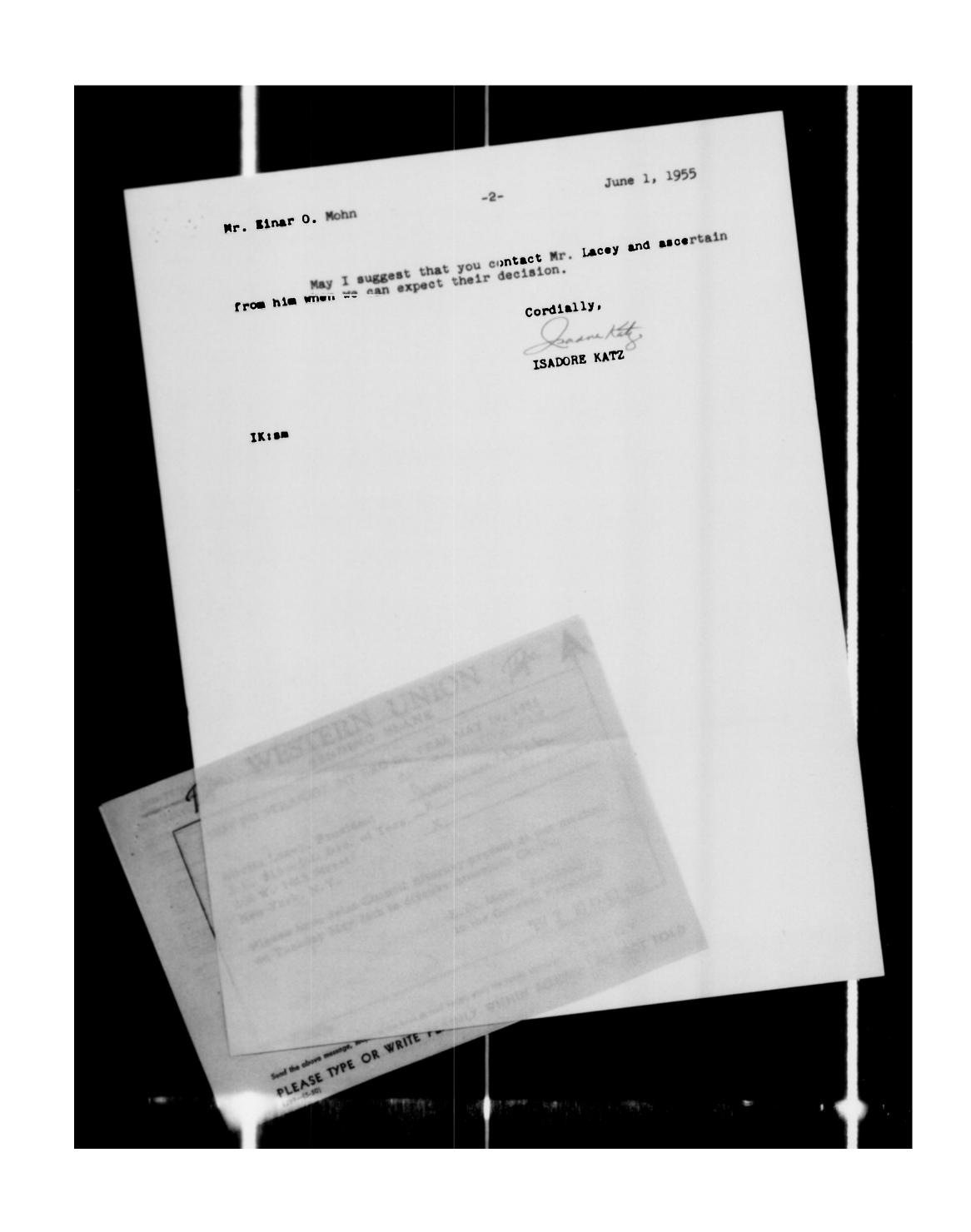
Not having heard from the Joint Council with respect to the proposed settlement agreement, I called Samuel J. Cohen, Esq., who advised me that copies of the proposed agreement had been distributed to all of the defendants but that he had received no word from Mr. Lacey. However, he said that as soon as he received word, he would advise me. I have heard nothing further.

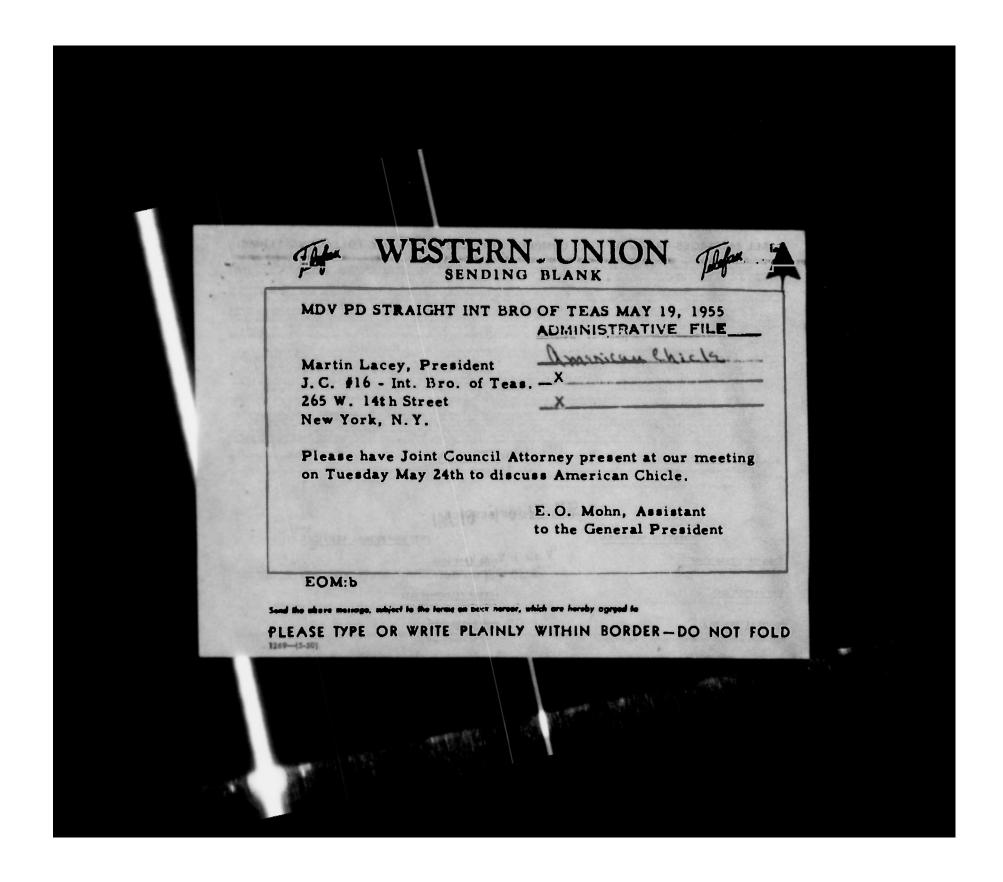
Counsel for American Chicle called me yesterday to advise me that the case was fixed for trial for next week, I explained to him that the agreement was being considered by all of the Locals and that, under the circumstances, the trial should be adjourned. He promised to move for an adjournment for several weeks.

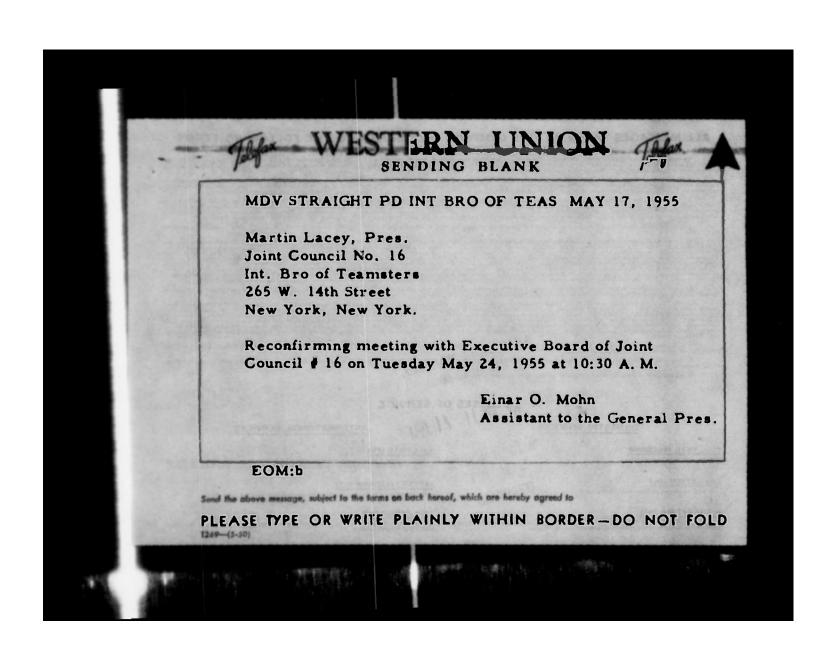
In the meantime, the National Labor Relatione Board contacted me and advised that the Washington office was demanding reports of action in connection with the charges filed by American Chicle in this case. I suggested to counsel for the Regional Office that action be delayed to give time to our people to consider the proposed settlement agreement.

When I left the meeting, I was of the distinct impression that Mr. Lacey was opposed to the terms of the settlement. I hope that upon mature consideration of all of the circumstances that the settlement will be found acceptable so that the matter can be disposed of without litigation and incurring of heavy costs.

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ADITION FILE LAW OFFICES ISADORE KATZ 441 LEXINGTON AVENUE NEW YORK 17. N. Y. SUITE 1005-6 MURRAY HILL 2-5107 May 18, 1955 Mr. Einar O. Mohn Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Indiana Avenue, N. W. Washington 1, D. C. Re: American Chicle Co. v. IBT Dear Einar: This is just to remind you that the final agreement approved by myself and Al Woll is to be submitted to the New York local bodies for their approval. I trust that you will arrange for a conference in New York and advise me so that I can be present with you to present the agreement for their consideration Cordially yours, ISADORE KATZ IK:sm

LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL AMERICAN FEDERATION OF LABOR

J. ALBERT WOLL JAMES M. FALLON

May 10, 1955

736 BOWEN BUILDING WASHINGTON 5, D. C. TELEPHONE REPUBLIC 7-1717

197

Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 100 Indiana Avenue Worthwest Waahington 1, D. C.

In re: American Chicle Co. v. IBT

Dear Einar,

Since our examination and disapproval of the last Settlement Agreement between American Chicle Co., the International Brotherhood of Teamsters, Joint Council No. 16 and a number of Locals of the International, I have been in communication with Attorney Isadore Katz. As a result of our discussions, the proposed Settlement Agreement has now been changed again and I herewith enclose a copy of this latest proposed Settlement Agreement.

I think the enclosed proposed Agreement has cured the essential objections we had to its predecessor. At lesat it is the best we can get and I think that we can live under it. I auggest, as the next step, that this proposed Agreement be submitted to the Joint Council and Locals involved for such observations they may care to make and for possible approval. In that connection I also enclose a copy of a letter from Attorney Katz in which he augzests that a meeting be arranged as quickly as possible with the New York group and states that he will be happy to be present at that meeting to render such assistance as may be necessary.

> Sincerely yours Mourelole

J. ALBERT WOLL

JAW-mmf Encla.

Law Offices
ISADORE KATZ
hhl Lexington Avenue
New York 17, N. Y.

Suite 1005-6 Murray Hill 2-5197

J. Albert Woll, Eaq. 736 Bowan Building Washington 5, D. C.

RE: American Chicle v. IBT

Deer Al:

I enclose herewith the final draft of the agraemant between Chicle and the Unions, as agreed upon by us and counsel for the Company.

As I understand it, you will submit this agreement with your recommandation of acceptance to linar Mohn who will, as quickly as possible, arrange for a meeting with the New York Union officials for the purpose of securing their signatures thereto. If linar Mohn desires me to be present at his meeting with the Local Union officials, I shall, of course, be happy to do so. In any event, the matter is now ripe for completion.

Have a nice time while in Europe, and drop me a postcard now and then.

Cordially,

S/ Is

ISADORE KATZ

IK:am

AGREEMENT made and entered into this day of 1955 by and between AMERICAN CHICLE COMPANY, hereinafter referred to as "Company" and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUPFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA,

A. F. of L., EASTERN CONFERENCE OF TEAMSTERS, JOINT COUNCIL NO.

16 and LOCALS 807, 707, 804, 812, 816, 819 and 282, hereinafter sometimes severally and collectively referred to as "Union".

WITNESSETH:-

The Union egrees that for a period of three years from the date hereof, it will not, either directly or indirectly, or in concert with others engage in any picketing and/or economic pressure against the Company.

Subject to the provisions of paragraph II hereof the terms "pickating" and "economic pressure" as used herein mean and include, but shall not be limited to:

- (a) Picketing of the Company's premises
 located at 30-30 Thompson Avenue,
 Long Island City, New York, N. Y.,
 or of any werehouses, customers or
 euppliers, or interfering in any way
 with the receipt or delivery from or
 to any such plant or warehouse of the
 Company of goods, weres or merchandise,
 including railroad transportation, for
 the purpose of persuading the employees
 of the Company to join the Union.
- (b) Secondary boycott of any manner or kind.

- (c) The use of letters, literature, propaganda articles, notices or information of any kind by the Union about the Company in Union publications or eleewhere of a derogatory or disparaging nature concerning the Company's product or which states that the Company is anti-union or hostile to union organization.
- (d) Discoursging or directing, influencing, ordering, persuading any members of the Union or any other union from entering or leaving the Company's premises as a driver, helper or assistant on any truck or vehicls, or reilroad angine car or train to make deliveries to, or pickups at, the Company's premises of goods, waree or marchandies.
- (e) Encouraging or directing, influencing, ordering, persuading any members of the Union or any other union to refuse to enter or leave the Company's premises as a driver, heipar or assistant on any truck or vehicle, or railroad engine car or train to make deliveries to, or pickups at, the Company's premises of goods, wares or merchandise.

- (a) Nothing herein contained chall prohibit the Union from seeking to organize the employees of the Company by distributing by not more than three (3) persons at any one (1) entrance or exit of the Company premises or warshouses, handbills, lettera, literature, carda, applications, or any other material, for the purpose of soliciting the employees of the Company to become members of the Union or any of its affiliated unions; or by addicating said employees to designate it or any of its affiliated local unions to be their representatives for purposes of collective bargaining, at the employees' entrances or exits of the Company's premises or warehouses during the hours when the employeee come to work, go to lunch or depart from work; Provided, however, that such persons shall not carry or west any sign or placard of any kind; that nothing harein set forth shall prohibit the Union from calling meetings of the employees of the Company or from approaching such employees individually or as a group outside of their places of employment for the purpose of soliciting them to become membere of the Union or to designate it or any of ite affiliated local unlone as their collective bargaining agent; and that nothing herein shall be deemed to be a limitation on the right of the Union to engage in lawful activities directed solely against any third person with whom the Union or any of its affiliates may have a labor dispute.
- (b) In the event the Union or any of its chartered locale or joint councils is certified as the collective bergaining agent by the National Labor Relations Board or other appropriate governmental agency after an election ordered and held under the supervision and direction of such Board or other

desmad a limitation or resurement on the rights of the Union and the employees to engage in leaful activities.

tod under its Constitution and By-Laws,

The Union will take all necessary and appropriate setion jurguent to its Constitution to effectuate this agreement and to comply with the terms theraof and to urge its members to comply. No mamber, shall be ordered, encouraged, or directed, in any manner whatsoever to disragard this agreement.

In the event the Coepany shall claim that this agreement has been breached, then it shall immediately notify the INTERNATIONAL ENOTHERMOOD OF TEAMSTERS by letter or telegram addressed to it es 100 maiers Avenue, N. W., Washington, D. C., setting forth therein the neture of the breach and, if it knows, the participants in the activities which the Company claims is in breach or violation of this agreement. Within forty-eight (48) hours after succept of each letter or telegram from the Company, the INTURNATEMAL BASTHERMOOD OF TEAMSTERS will disavow any action which is in breach or violation of this agreement by forwarding a telegrem to the individual, local union or joint council participating is Said improper activities and will send a copy thereaf to the Company; and if within three (3) days thereafter the breach has not been cured and the improper activities have not seased, then the Company may, et its option, deem this agreement to be at an end, so notify the Union, reinstitute the action hereinafter referred to in paragraph IV herwof, reinstate charges or prefer sew charges with the NEW and may enforce all other remedies available to it in law or equity; provided, however, that in the enforcement of such other

governmental agency, then nothing herein contained shall be deemed a limitation or restraint on the rights of the Union and the amployees to engage in lawful activities.

III

The Union will take all necessary and appropriate action pursuant to its Constitution to effectuate this agreement and to comply with the terms thereof and to urge its members to comply. No member, shall be ordered, encouraged, or directed, in any manner whatsoever to disregard this agreement.

In the event the Company anail claim that this agreement has been breached, then it shall immediately notify the INTERNATIONAL BROTHERHOOD OF TEAMSTERS by letter or telegreen addressed to it at 100 Indiana Avenue, N. W., Washington, D. C., setting forth therein the nature of the breach and, if it knows, the participants in the sctivities which the Company claims is in breach or violation of this agreement. Within forty-eight (48) hours after receipt of such letter or telegram from the Company, the INTERNATIONAL BROTHERHOOD OF TEAMSTERS will disavow any action which is in breach or violation of this agreement by forwarding a telegram to the individual, local union or joint council participating in said improper activities and will send a copy thereof to the Company; and if within three (3) days thereafter the braach has not been cured and the improper activities have not ceased, then the Company may, at its option, daem this agreement to be at an end, so notify the Union, reinatituta the action hereinafter referred to in paragraph IV hereof, reinatate charges or prefer new charges with the NLRB and may enforce all other remedies available to it in law or equity; provided, nowaver, that in the enforcement of such other remedies svailable to it in law or in equity there shall be no action or claim for damages based upon breach of this agreement not cured within that three (3) days if the Union, pursuant to the provisions of this paragraph, takes such measures as are reasonably warranted under its Constitution and By-laws, including suspension or expulsion in case of breach by individual members, and including the appointment of a trustee, suspension or expulsion in case of breach by a local union or e joint council, to discipline the participante in the activities constituting a breach of this agreement.

TV

The Company, upon the signing of this agreement by its sttormsys, will immediately enter into a stipulation of discontinuance, without prejudice, of the action pending in the United States District Court for the Southern District of New York, entitled "American Chicle Company v. International Brotherhood of Teamsters, et al.", Civil Action No. 95-391, with the attorneys for the various defendants, and said stipulation of discontinuance shall be filed in eeld action and shall provide that no costs shall be assessed or claimed by either party against the other in said action; and further, the Company will without prejudice withdraw the charges it had filed with the National Labor Relations Board in Cass No. 2-CC-323.

v

Upon the expiration of the period of three years from the date hereof, and the compliance by the Union with the terms of this agreement, the Company will deliver a release from the cause of action set forth in the suit referred to in paragraph IV

above to each defendant in the aforesaid action. It is underetood end sgreed that the happening of a breach which has been
cured in accordance with the provisions of paregraph III above
during the term of this agreement, or the happening of any
brwach which has not been complained of by the Company to the
Union as herein provided in paregraph III shall, upon the expiration of the term provided for in this agreement, be deemed
waived by the Company and shall not be the ground for refusal on
the part of the Company to deliver the releases as aforesaid.

VI

In the event this agreement has been breeched and the braach not curwd as provided herein then, if the Company reinstitutes its action referred to in paregraph III hereof, the Unione, which are parties hereto and such other unions that are not parties hereto but are defendants in the aforesaid action and are parties hereto by reference, hereby specifically by themselvas or through the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, waive the statute of limitations as a defense, if such defense should be available to them.

VII

Nothing herein contained shall be deemed, construed or interpreted to be an edmission by the Union or any of them that any activities they did engage in prior to the date hereof constituted a violation of any lew or gave rise to any cause of action or claim for damages.

IN WITNESS WHEREOF, the parties hereto have heraunto

set their hands and seals the day and year first above written. AMERICAN CHICAR COMPANY By INTERNATIONAL ANOTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. 3 EASTERN COMPERENCE OF TEAMSTERS By JOINT COUNCIL NO. TO, INTERNATIONAL SHOTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L. Бу TACAL SOT, INTERNATIONAL BROTHERHOUS OF TEAMS.ERS, CHAUFFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. 13y LOCAL 707, INTERNATIONAL PROTHERHOLD OF TAMBIERS, CHAUPPEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. P. of L. By LOCAL 604, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUPFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. \mathbb{B}_{Y} - 7 -

LOCAL 812, INTERNATIONAL BROTHERHOOD OF TRANSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

By

LOCAL 816, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

By

LOCAL 819, INTERNATIONAL BROTHERHOOD OF IEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

Ву

LOCAL 282, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

Ну

On the	day of	1955, before me
sonally appeared		
	, Exec. Vice-Pres.,	INTERNATIONAL BROTHE HOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUS MEN AND HELPERS OF AMERICA, A.F. of L.
	, Chairman	EASTERN CONFERENCE OF TEAMSTERS
	, President	JOINT COUNCIL NO. 16 I.B.T., C., W. & H. of A., A.P. of L.
	, Fresident	LOCAL 807, I.B.T.,C. W. & H. OF A., A.F.
	, Fresident	LOCAL 707, I.B.T.,C. W. & H. OF A., A.F.O
	, Fresident	LOCAL 804, I.B.T.,C. W. & H. OF A.,A.F. of
	, Fresident	LOCAL 812, I.B.T., C
	, President	LOCAL 816, I.B.T.,C. W. & H. OF A.,A.F. o
	, Fresident	LOCAL 819, I.B.T.,C. W. & H. OF A.,A.F. o
	, President	LOCAL 282, I.B.T., C

sworn, each for himself did depose and say that he is the duly

elected officer of the unincorporated labor organization as set

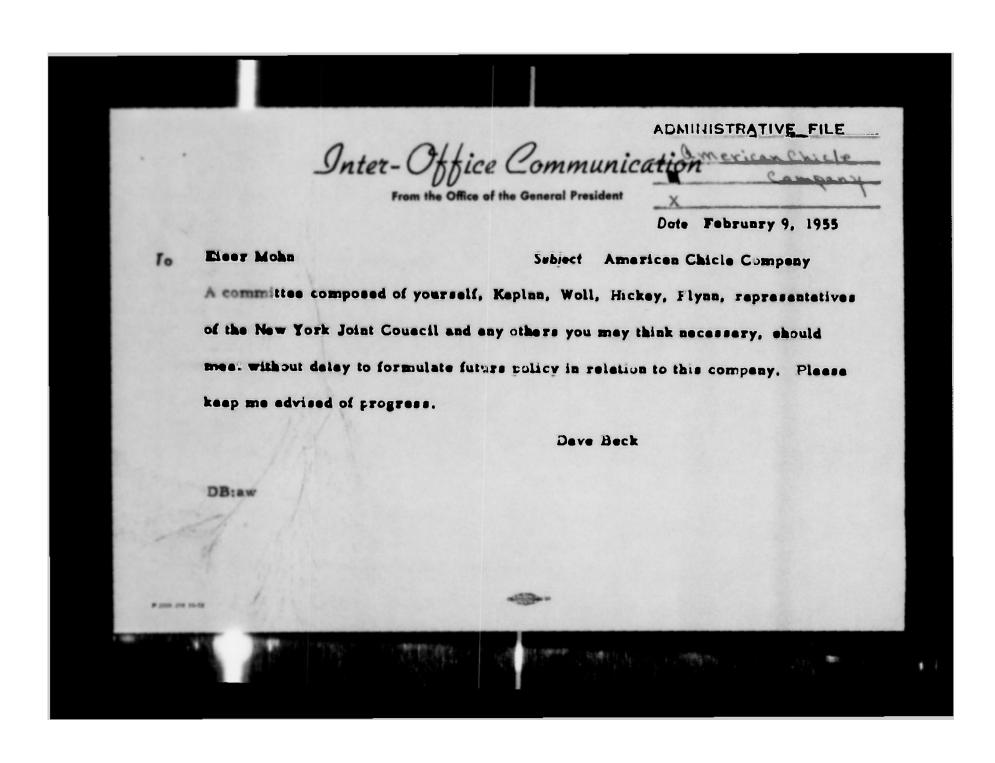
forth shows, which executed the foregoing agreement; that he was

officer as set forth above to sign his name thereto, and that he

duly authorized by the labor organization of which he is an

signed his name thereto pursuant to said suthorization.

ADM . USTRATIVE FILE V american Chicle lo. LAW OFFICES _ X & 807 X 707. ISADORE KATZ 441 LEXINGTON AVENUE NEW YORK 17, N. Y. SUITE 1005-6 MURRAY HILL 2-5197 May 18, 1955 Mr. Einar (). Mohn Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 100 Indiana Avenue, N. W. Washington 1, D. C. Dear Einar: Al Woll forwarded to me a copy of his letter to you dated May 10, 1955, in which he auggested, purauant to my suggestion, that a retainer fee in the sum of \$1500. be forwarded in connection with the recent action of the Pederal Grand Jury at Syracuse, New York. Mr. Sheinberg has entered the case with great zeal and has already made a trip to Albany to interview various individuals. He inquired about the retainer fee, and, therefore, I am writing to you requesting that the retainer fee be forwarded pursuant to Woll's letter of Cordially yours, ISADORE KATZ IK:sm



ADM. STRATIVE FILE JOINT COUNCIL No. 16 American Chicle Comband

TEAMSTERS-CHAUFFEURS-WAREHOUSEMEN &HELPERS OF AMERICA

MARTIN T. LACEY
President
JOSEPH TRENOTOLA
Vice-President LOUIS LUPRANO
Secretary-Treature
LEONARD GEIGER
Recording Secretary
JOSEPH PARISI
Trustee

HARRY SCHOPBACK Trainer HARRY BESSLER Trainer

AFFILIATED WITH THE
AMERICAN FEDERATION OF LABOR

Office 265 WEST 14th STREET - ROOM 70E NEW YORK 11, N. Y.

Phone: CHelsea 3-7740

Advisory Committee THOMAS RELLLY JOHN BCK
Local 814
JOHN OR LURY

January 6, 1955

r. Dave Teck, Ceneral President International Trotherhood of Teamsters 100 Indiana Avenue, N. W. Mashington 1, D. C.

Dear wir and Brother:-

Enclosed you will find a photostatic copy of a letter from our attorney, Samuel J. Cohen, which is self-

You no doubt can well appreciate our concern in this matter and I therefore earnestly request that you use watter and I therefore earnestly request that you use your good offices to remedy this situation.

raternally yours,

wrt:vm
oeiu-163
Enclosure

"artin T. Iacey,
President

MTT:VM Ociu-153 Enclosure

LOCAL 1205 Lumber Plants, Warehousemen & Allied Products

· 201

LOCAL 584
Milk Wagon Drivers and Dairy Employees

INCAL TOT Highway & Local Motor Freight Drivers, Deckman and Helpers

SAMUEL J. COHEN
COMMERLIOR AT LAW
80 EAST 48TH STREET
NEW YORK 17, N. Y.

SAMURI J. COMEN HENRY WRISS

MURRAY HILL 2-6077

January 6, 1955

Nr. Martin T. Lacey, President Joint Council No. 10 265 West 14th Street New York 11, N.Y.

Re: American Chicle Co.

Dear Marty:

On December 20, 1954 the term of office of George J. Bott, the former General Counsel to the National Labor Relations Board expired. Thereafter President Eisenhower nominated a Chicago attorney named Theophil C. Kammholtz but the Senate never got around to taking up the matter of confirmation. The result is that up to the present writing the Board does not have a General Counsel.

Under the law as it now stands only the General Counsel has final authority to investigate unfair labor practice charges and to Issue and prosecute complaints.

The investigation which has commenced in the above matter can never be brought to any conclusion unless and until there is a new General Counsel duly appointed.

It should also be fully understood that when such Counsel is appointed it is largely a matter of his discretion and good judgment as to whether a complaint is warranted in any particular case.

In view of the great importance to the Teamster movement of preserving the traditional right of labor to support an organizing drive I would suggest that this matter be brought to the attention of the A. F. of L. and its legislative representatives and supporters so as to insure the appointment of a fair minded General Counsel.

Sincerely yours,

SJC:TAK

Down Colum

ADMINISTRATIVE FILE

April 28, 1958



LIEBERMAN, KATZ & ARONSON Paramount Building 1501 Broadway New York 36, New York



Att: leadore Kata, Emquire

Re: American Chicle

Deer Is:



Raference is made to your letter of April 23, 1958, containing the Covenant Not To Sue the various parties-defendant, signed by the American Chicle Company and dated April 17, 1958.



This apparently wiada up the matter, and I would like to express my approximation to you for the way in which it was headled.

With kindent personal regards, I remain

Siscerely yours,

Gerard F. Treanor House Counsel

GFT oh

JUNE 1

LAW OFFICES
LIEBERMAN, KATZ & ARONSON
COUNSELORS AT LAW

CHICKERING 4-2463 2464

ELIAS LIEBERMAN VINSON C. ARONSON ISADORE KATZ

PARAMOUNT BUILDING
1501 BROADWAY, NEW YORK 36

April 23, 1958

International Brotherhood of Teamsters, 25 Louisians Avenue, N.W., Washington 1, D.C.

Attention: Gerard F. Treanor, Esq.

Re: American Chicle

Dear Gerry:

You will no doubt recollect that some time ago the American Chicle Company instituted an action under Section 303 of the Taft-Hartley Act against the International, Eastern Conference, Joint Council 16, Joint Council 73, and approximately 22 local unions. After a series of discussions, negotiations and exsminations before trial, we finally succeeded in securing an agreement from the company to discontinue the action and to deliver Covenants Not To Sue after December 1957, provided no further violations of the Act occurred. All parties complied with the agreement and today I received from counsel for the company three signed copies of the agreement containing the Covenant Not To Sue the various parties-defendant.

I enclose herewith the signed original of the agreement for your files.

Sincerely yours,

LIEBERMAN, KATZ & ARONSON

BY 💸

Isadore Katz

IK:GZ Encl.

100

P HATTY

Agreement entered into by the undersigned, AMERICAN CHICLE COMPANY, with the Unions and Locals hereinafter named, several counterparts of which Agreement are dated June 26, 1956, and August 31, 1956, the undersigned, AMERICAN CHICLE COMPANY, does hereby covenant and agree that it will not at any time bring an action nor seek to recover damages against the Unions and Locals hereinafter named, based on the specific occurrences set forth in the causes of action of the complaint in the action instituted in the United States District Court for the Southern District of New York, entitled "American Chicle Company against International Brotherhood of Teamsters, et al., Civil Action No. 95-391," which action had been discontinued pursuant to the terms and provisions of the aforesaid agreement:

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

EASTERN CONFERENCE OF TEAMSTERS

JOINT COUNCIL 16 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

JOINT COUNCIL 73 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.- C. I. O.

The following Locals affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America and with Joint Council 16:

Local 8, Local 202, Local 282, Local 363, Local 553, Local 584, Local 602, Local 643, Local 687, Local 707, Local 757, Local 804, Local 807, Local 813, Local 814, Local 816, Local 818, Local 819, Local 852, Local 917, Local 1345 and Local 831.

The following Locals affiliated with the International Brotherhood of Teamsters, Chauffeurs,

Warehousemen and Helpers of America and with Joint Council 73:

Local 560, Local 617 and Local 641.

IN WITNESS WHEREOF, AMERICAN CHICLE COMPANY has executed this instrument this 172 day of April, 1958.

AMERICAN CHICLE COMPANY

415

American Chicle Co. November 6, 1956 Mr. leadore Kate, Attorney 1501 Broadway . New Yark, New York. Dear Sir : Pursuant to the recommendation of Mr. J. Albert Woll, Genaral Counsel for the International Brotherhood of Teamsters. I am enclosing for trensmittal by you to the proper representatives of the American Chicle Company, the letter requested by mem in homection with the settlement of the litigation involving the American Chicle Company and the International Brotherhood of Teamsters. Einar O. Mohn, EOM:b Vice President. PROM THE OFFICE OF DAVE BECK, GENERAL PRESIDENT

November 6, 1956

American Chicle Company 30 - 30 Thomson Avenue Long Island City 1, New York.

Dear Sire:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Easter's Conference of Teamstere, and with Locale 707 and 302 affiliated with the International Brotherbood of Teamsters. We understand that an egreement similar is form and substance to that agreement of June 26, 1956 has been signad by all of the other Locals Vincluding Joint Council 16 and Joint Council 73) who were defendants in the action brought by you in the United States District Count for the Southern District of New York entitled "AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEMMSTERS ET AL. ", Civil action 95-391. We also understand that before you sign such agreement with the other Locals and deliver a signed copy to them, you would like our assurance that the term and conditions of subdivisions (c), (d) and (s) of Paragraph IV of the afomeaid agreement between you and ell the other Locels in the action. which subdivisions, we understand, are similar is form and substance to the corresponding subdivisions in the agreement made by ue with you dated June 26, 1956, will be complied with by as with the same force and effect as though we were actually a party to the agreement which you have made with the other Locale just as we were a party to the agreement of June 26, 1956.

We hareby acknowledge and agree that this is the case, and that the provisions of subdivisions (c), (d) and (e) of Paragraph IV of the agreement between you and the other Locals dated August 31, 1956 will be complied with by us.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-MEN AND HELPERS OF AMERICA, AFL-CIO

Ву

Einar O. Mohn, Vice President

DAVE BECK, GENERAL PRESIDENT

Nocember 6, 1956

Americaa Chicle Company 30 - 30 Thomece Avenue Long Island City 1, New Yark.

Dear Sire:

We refer to the agreement dated June E6, 1956 entered into by you with our International, with the Eagtern Conference of Teamstere, and with Locale 707 and 80% affiliated with the International Brotherhood of Teemeters. We understand that an egreement similar in form and sabetance to thet agreement/of June 26, 1956 has been eigaad by all of the other Locale Lincluding Joint Council 16 and Joint Council 73) who were defendants in the ection brought by you in the United States District Court for the Southern District of New York eatitled "AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEMMSTERS ET AL.", Civil action 95-391. We elso understant that Baiors you sign such agreement with the other Locals and deliver a signed copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the eforceaid agreement between you and ell the other Locale in the action, which subdivisione, we understand, are similar In form end sabstance to the corresponding subdivisions in the agreement made by ue with you dated June 26, 1956, will be complied with by as with the same force and effect as though we were ectually e party to the egreement which you have made with the other Locals jact as we were a party to the agreement of June 26, 1956.

We hareby acknowledge and egree that this is the case, and that the provisions of subdivisions (c), (d) and (e) of Paragraph IV of the agreemant between you and the other Locals dated August 31, 1956 will be complied with by as

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-MEN AND HELPERS OF AMERICA, AFL-CIO

Einar O. Mohn , Vice President

FORM OF LETTER

October , 1956

American Chicle Company 30-30 Thomson Avenue Long Island City 1, N. Y.

Dear Sirs:

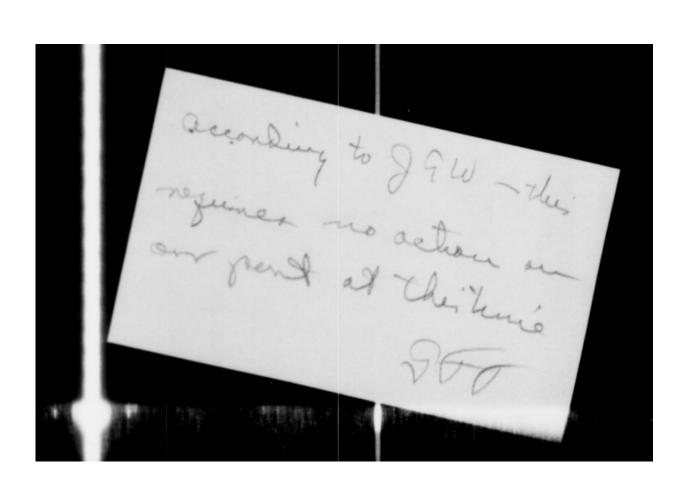
We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Eastern Conference of Teamsters, and with Locals 707 and 807 affiliated with the International Brotherhood of Teamsters. We understand that an agreement similar in form and substance to that agreement of June 26, 1956 has been signed by all of the other Locals (including Joint Council 16 and Joint Council 73) who were defendants in the action brought by you in the United States District Court for the Southern District of New York entitled "AMERICAN CHICLE COMPANY against INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ET AL.", Civil action No. 95-391. We also understand that before you sign such agreement with the other Locals and deliver a signed copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the aforesaid agreement between you and all the other Locals in the action, which subdivisions, we understand, are similar in form and substance to the corresponding subdivisions in the agreement made by us with you dated June 26, 1956, will be complied with by us with the same force and effect as though we were actually a party to the agreement which you have made with the other Locala just as we were a party to the agreement of June 26, 1956.

We hereby acknowledge and agree that this is the case, and that the provisions of subdividisions (c), (d) and (e) of Paragraph IV of the agreement between you and the other Locals dated August 31, 1956 will be complied with by us.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, MAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L. - C. I. O.

Ву



TRATIVE FILE Emerican Chick Company LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL AMERICAN FEDERATION OF LABOR A ALBERT WOLL AND CONGRESS OF INDUSTRIAL ORGANIZATIONS WILLIAM S. TYSON HOBERT C. MAYER 736 BOWEN BUILDING WASHINGTON S. D. C. Cctober 19, 1956 -----TELEPHONE REPUBLIC 7-1717 Mr. Einer C. Mohn Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America 25 Louisiana Avenue, N.W. Washington 1, D. C. Re: American Chicle Company Dear Einar: I enclose for your information a copy of a letter dated October 15, 1956, sent me by Attorney Isadore Katz, 1501 Broadway, New York 36, N. Y., which I believe to be self-explanatory. Also enclosed is a copy of a proposed form of letter which Attorney William Pelatiner of the American Chicle Company proposes that we send to the American Chicle Company and which Attorney Ketz has approved our sending. This proposed letter was included in Mr. Katz'a letter to me. The effect of the International sending the proposed letter to American Chicle would be to extend the International's commitment previously made to American Chicle with respect to the Eastern Conference of Teamsters and Locals 707 and 807, to Joint Councils 16 and 73 and those local unions within those Joint Councils who were defendants in the litigation brought by American Chicle in the "n'ted States District Court for the Southern District of New York, entitled "AMERICAN CHICLE COMFANY egainst INTERNATIONAL BROTHERHOOD OF TEAMSTERS, ET AL.", Civil action No. 95-391. After you have had an opportunity to examine the enclosed I think it would be well to discuss this matter before any final decision is made. With every best wish, I am J. ALBERT WOLL JAW: jm ancl.

Law Offices

I TERREMAN. KATZ & ARCHSON

Elias Lieberman Vinsen C. Arensen Jaadere Katz faramount Fullding
1501 Broadway, Yew York 36

(ctober 15, 1956

J. Albert Woll, Ban. 736 Powen Building Washington 5, D. C.

Re: American Chicle Co.

mer Al:

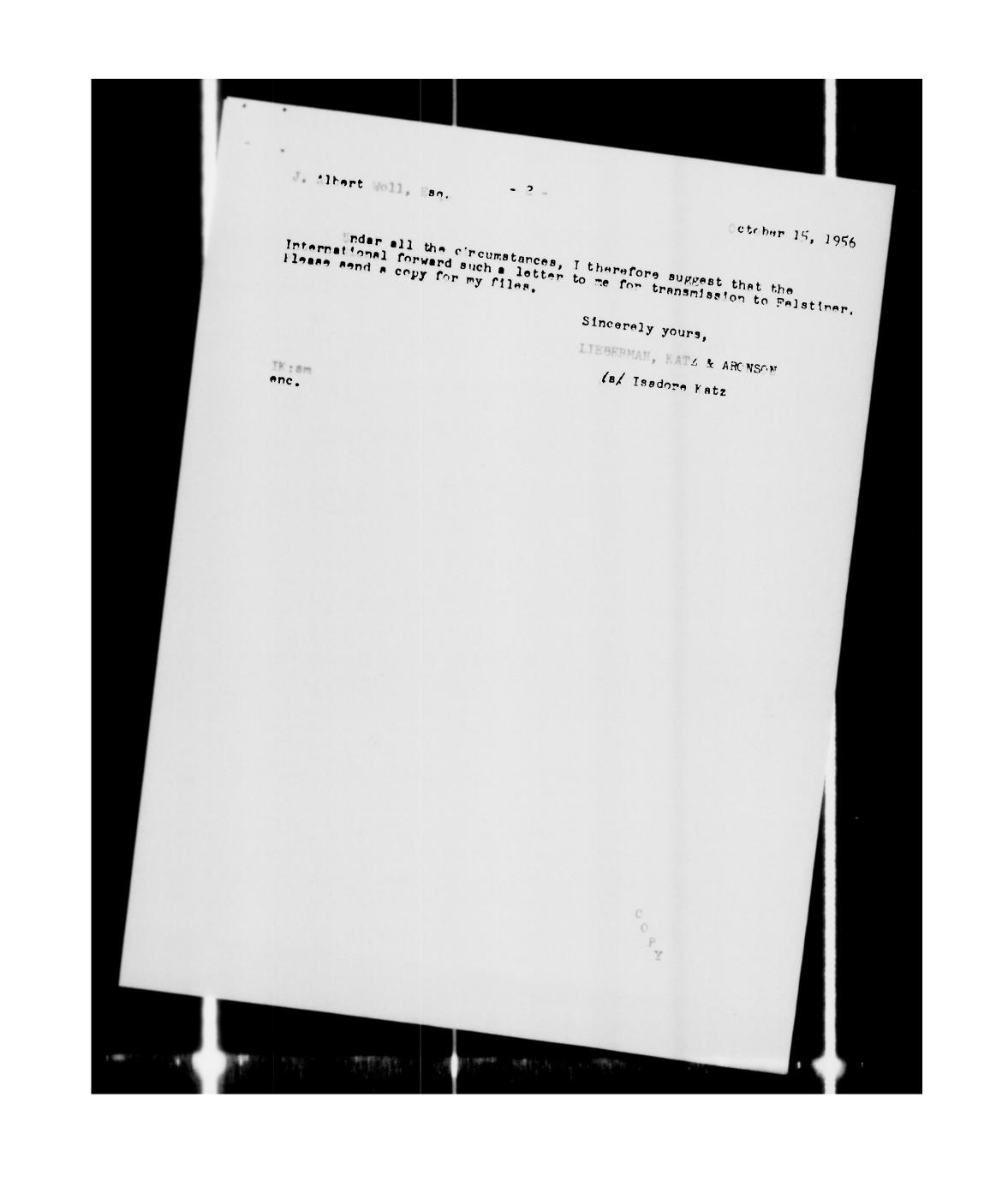
In connection with our conversation the other day concerning the request of Hill Pelatiner that the International forward a letter to American Chicle, I enclose herewith a form of letter which Felstiner drafted and which I believe is satisfactory.

The reregraph IV (c), (d) and (e) to which the form letter refers is similar in all respects to paragraph IV (c), (d) and (e) in the agreement of June 26 which the International had signed, excepting, nowever, that it refers to Joint Council 16 and Joint Council 73, whereas the agreement you signed refers to the Eastern Conference.

The above mertioned subdivisions of paragraph IV provide in (c) that the International approves and authorizes the other Locals to assume the obligations not to licket, etc., and further that it will not interfere or attempt to interfere in the compliance by the Locals and their members with the oblinations they had assumed; subdivision (d) provides that the International will not order, encourage or direct any local to indulge in picketing or economic pressure and will not per-it the locals to publicize in any way that picketing they might intilre in has been authorized or approved by the Internationa; subdivision provides that in the event a Local does picket, etc., the International will, at the request of the Company, give a letter to the commony advising that the action is being carried on without the approval of the International and grant; ermission to the Company to make copies of said letter and distribute it, and further, that the International will advise railroad and trucking unions that such picketing is without the approval or authority of the International.

t appears to me that there is no possibility of the International being required to take affirmative action which will bring it in conflict with any other subordinate body, excepting that it will state in writing that it has not authorized picketing or economic pressure against merican Chicls.

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FORM OF LETTER

october , 1966

American Chicle Company 30-30 Thomson Avenue Long Island City 1, N. Y.

Dear Sirs:

We refer to the agreement dated June 26, 1956 entered into by you with our International, with the Eastern Conference of Teamsters, and with Locals 707 and 807 affiliated with the International Brotherhood of Teamsters. We understand that an agreement similar in form and substance to that agreement of June 26, 1956 has been signed by all of the other Locals (including Joint Council 16 and Joint council 73) who were defendants in the action brought by you in the United States District Court for the Southern District of New York entitled "AMERICAN CHICLE COMPANY aceinst INTERNATIONAL PROTECTION OF TEAMSTERS, ET AL." Civil action No. 95-391. We also understand that before you sigm such agreement with the other Locals and deliver s signed copy to them, you would like our assurance that the terms and conditions of subdivisions (c), (d) and (e) of Paragraph IV of the a foresaid agreement between you and all the other locals in the action, which subdivisions, we understand, are similar in form and substance to the corresponding subdivisions in the egreement made by us with you dated June 26, 1956, will be complied with by us with the same force and effect as though we were actually a party to the arreement which you have made with the other logels just as we were a party to the agreement of June 26, 105%

this is the case, and that the provisions of subdivisions (d) and (e) of Parezraph IV of the agreement between you and the other Locals dated Angust 31, 1056 will be complied with by us.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. OF L. - C. I. O.

american Chick Co. XAYOTXTOT

LAW OFFICES OF

J. ALBERT WOLL

GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR

AND CONGRESS OF INDUSTRIAL ORGANIZATIONS

J. ALBERT WOLL WILLIAM S. TYSON ROBERT C. MAYER JOHN E. HICARTY RICHARD H. FRANK.

July 19, 1956

736 BOWEN BUILDING WASHINGTON 5, D. C.

TELEPHONE REPUBLIC F- IFIF

Mr. Einar O. Mohn, Assistant to the General President, International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, 25 Louisiana Avenue, N. W., Washington 1, D. C.

Re: American Chicle Co. v. I.B.T.

Dear Einar:

Enclosed is a statement submitted by the law firm of Lieberman, Katz and Aronson, in the amount of \$5,000.00 for legal service, and in the amount of \$68.21 for disbursements in connection with the American Chicle Company-International Brotherhood of Teamsters matter. Heretofore, we have paid the firm mentioned the sum of \$1,500.00, so that the statement submitted in the amount of \$5,000.00 would represent a total of \$6,500.00 in connection with legal service performed in connection with the Chicle case.

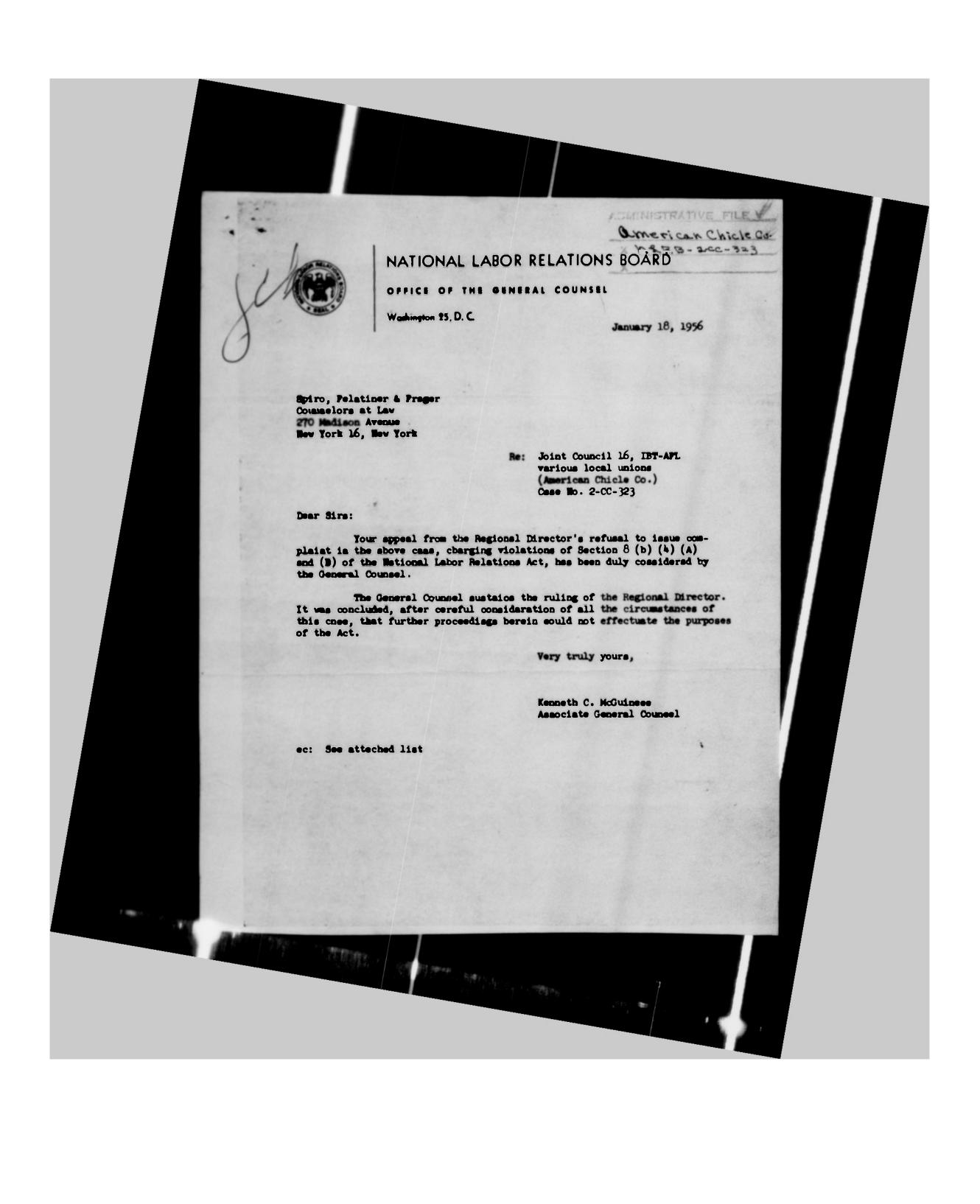
As you know, a settlement has been finally effected after approximately a year and a half of negotiations. As you also know, Mr. Katz was very active in these negotiations and assumed a major role therein. His services were excellent; the results were very satisfactory, and I think his statement for services is ressonable. I recomment, therefore, that the International forward a check to Mr. Katz in payment of the statement submitted. I am informed that he intends to leave by Wednesday of next week on a vacation and I therefore urge that a check be forwarded to him as early as possible so that he might better enjoy this vacation.

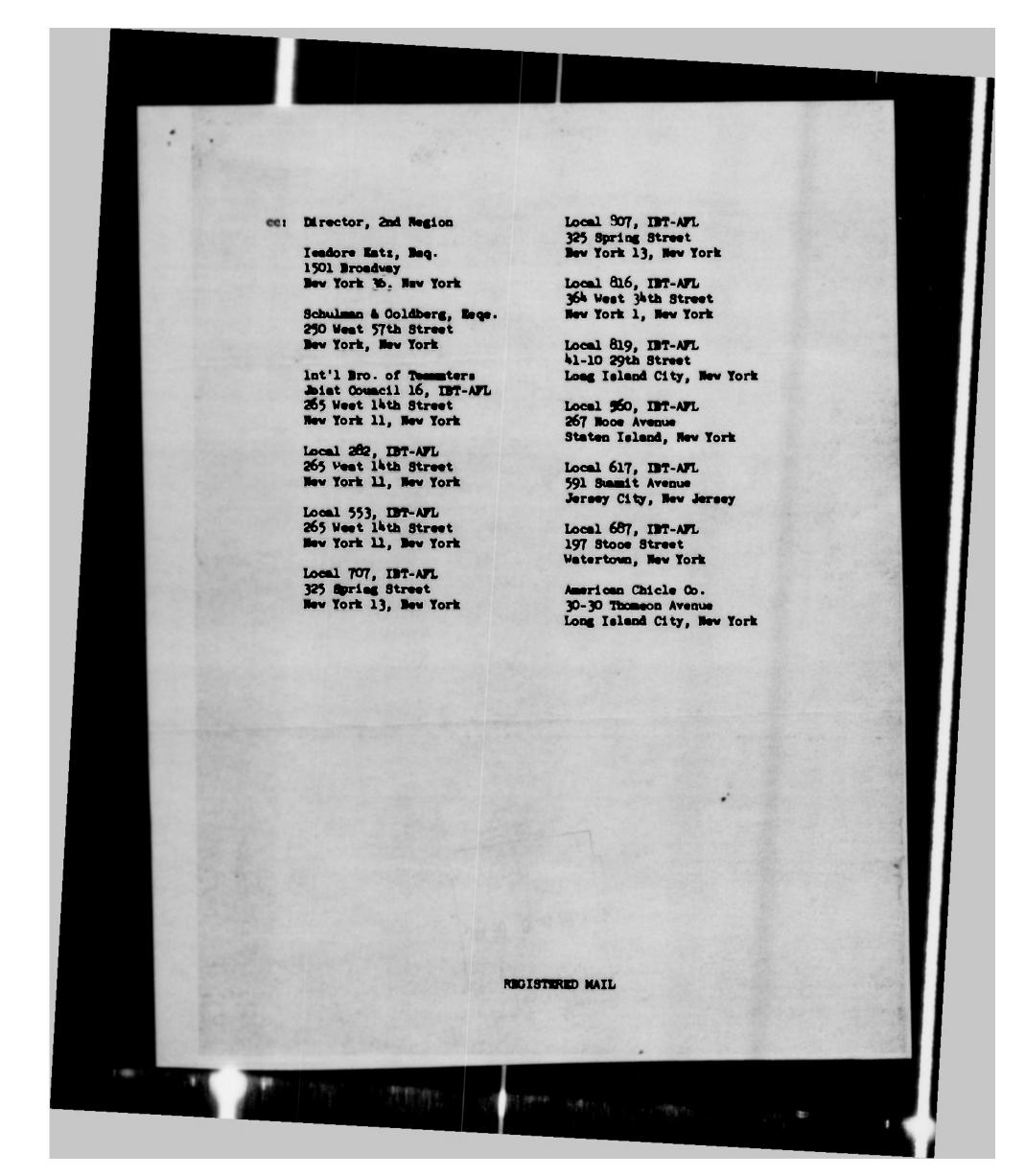
Sincerely,

J. Albert Woll

JAW:pr

Enclosure







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NATIONAL LABOR RELATIONS BOARD

SECOND REGION

2 Park Avenue, New York 16, N. Y.

Tel. Murray Hill 9-8730

November 15. 1955

American Chicla Co. 30-30 Thomson Ave. Long Island City, N. Y.

Ra: Joint Council 16, IET-AFL, various local unions (American Chicle Co.) Case No. 2-CC-323

Gentleaen:

The ebove-cootioned case charging a violation under Section 8 of the Mational Labor Relations Act as amended has been carefully investigated and considered.

It does not appear that further proceedings are warranted inasmuch as it would not effectuate the policies of the Act to proceed further. I am, therefore, refusing to issue Complaint in this matter.

Pursuant to the National Lebor Relations Board Rules and Regulations, you say obtain a review of this action by filing a request for such review with the General Counsel of the National Lebor Relations Board, Fashington 25, D. C., and a copy with me. This request must contain a complete statement setting forth the facts and reasons upon which it is based. The request should be filed within 10 days from the date of receipt of this letter, except that the Central Counsel say, upon good cause shown, grant special permission for a longer pariod within which to file.

Vary truly yours,

REGISTERED FAIL R.R.R.

Charles T. Douds Regional Director

CC: General Counsel Mational Labor Relations Board Washington 25, D. C.

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ADMINISTRATIVE FILE LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL AMERICAN FEDERATION OF LABOR J. ALBERT WOLL WILLIAM S. TYSON November 9, 1955 736 BOWEN BUILDING ---JOHN E. MICARTY RICHARD H. FRANK WASHINGTON 5, D. C. TELEPHONE REPUBLIC 7-1717 JAMES M. PALLON Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeura, Warehousemen and Helpers of America 25 Louisians Avenue Northwest Washington 1, D. C. RE: American Chicle Dear Mr. Mohn: Enclosed is a copy of a letter that Attorney Isadore Katz sent to Samuel J. Cohen, Esq., Attorney for tha New York Joint Council, which letter I believe to be aelf-explanatory. Sincerely yours, J. ALBERT WOLL JAW-mmf Encl.

Law Offices LIEBERMAN, KATZ & ARCNSON Counsalors at Law 2462 Chickering 4-2463 2464

Peremount Building 1501 Broadway, New York 36

November 7, 1955.

Samuel J. Cohan, Eaq., 50 East 42nd Street, New York 17.

Dear Sam:

RE: AMERICAN CHICLE

I regret that you were unable to be present in Washington last Friday where, at a conference between myself, Woll and Einer Mohn, the American Chicle matter was fully discussed.

I advised Mohn and woll that you had agreed to try to draft a written proposal, satisfactory to your clients and to the International and the Eastern Conference, for aubmission to counsel for the American Chicle Company. It was suggested that you do this as quickly as possible, because it was undesirable to allow the matter to remain in its present indeterminate state.

I have been asked to advise you, on behalf of the International and the Eastern conference, that unless the matter can be settled satisfactorily to all concerned within a period of ten days, the International and the Eastern Conference will proceed to dispose of the matter along the general lines of the original proposal, even though all of the defendants in the action do not follow the same course.

I tried to reach you by telephone this morning, to inform you of the contents of this letter, but was unable to reach you. I nave, therefore, been constrained to write this letter to you so that you will be informed of the intentions of the International and the Eastern Conference to dispose of the matter if within the next ten days a satisfactory disposition cannot be made upon a submission prepared by you.

Sincerely, LIEBERMAN, KATZ & ARONSON

Ву

Isadore Katz

C O P wile .

LAW OFFICES OF

J. ALBERT WOLL

GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR

J. ALBERT WOLL WILLIAM S. TYSON ROBERT C. MAYER JOHN E. MICARTY RICHARD H. FRANK JAMES M. FALLON

736 BOWEN BUILDING WASHINGTON 5, D. C.

ADMINISTRATIVE FILE

TELEPHONE REPUBLIC 7-1717

August 22, 1955

Mr. Einer Mohn
Assistant to the President
International Brotherhood of Tesmaters,
Chauffers, Warehousemen &
Helpers of America
25 Louisians Avenue, N. W.
Washington 1, D. C.

In re: IBT and Eastern Conference

Dear Einer:

On August 18th I conferred with attorney Sam Cohen legal representative of the New York Joint Council of Teamsters, attorney Isadore Katz end attorneys for several of our local unions affiliated with the New York Joint Council, concerning a possible atipulation that might end the litigation instituted by the American Chicle Company. Thereafter, along with Mr. Katz and Mr. Cohen I conferred with attorneys for the American Chicle Company.

At the latter conference the suggestion was made to the attorneys for American Chicle that the International Brother-hood of Teamsters and its subordinate bodies in New York would seems all activity of any kind or nature at American Chicle for a period of one year if, in turn, American Chicle would dismiss without prejudice, the law suit it has instituted in the State Court of New York. This latest proffer is now being considered by attorneys for American Chicle and I expect to hear from them within the next week. In making this proffer Mr. Katz and I have been assured by Mr. Cohen that the New York Joint Council and its affiliated unions would be satisfied with a determination of the litigation under the conditions mentioned.

I will keep you currently informed of all further developments in this matter.

With every best wish.

Sincerely,

J. Albert Woll

JAW/McC

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ADMINISTRATIVE_FILE_ LAW OFFICES OF J. ALBERT WOLL GENERAL COUNSEL, AMERICAN FEDERATION OF LABOR # 410007 0011 June 30, 1955 -----736 BOWEN BUILDING WASHINGTON B, D. C. ------TELEPHONE REPUBLIC 7-1717 Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 25 Louisiene Avenue Northwest Washington 1, D. C. Ra: American Chicle Co. v. IBT Deer Einer, Enclosed is a copy of the latest letter which I received today from Attorney Isadore Katz relating to the ebove matter. Enclosed also is a copy of my letter to Mr. Katz. I think it would be well for Katz to arrange, if possible, a meeting of all attorneys involved in defending the litigation brought by American Chicle with the end in view of making a final effort at reaching a settlement agreement these attorneys could submit to their respective clients with a recommendation for their approval. With every best wieh, I am Sincerely yours, Madwee J. ALBERT WOLL JAW-mmf Encle.

LAW OFFICES OF

J. ALBERT WOLL

GENERAL COUNSEL AMERICAN FEDERATION OF LABOR

J ALBERT WOLL
WILLIAM S. TYSON
ROBERT C. MAYER
JOHN E. MICARTY
RICHARD M. FRANK
JOHES W. FALLON

June 30, 1955

736 BOWEN BUILDING
WASHINGTON 5, D. C.
TELEPHONE REMUBLIC 7-1717

Isadore Kats, Esquire thil Lexington Avenue New York 17, New York

Re: American Chicle Co. v. IBT

Dear Is,

Upon my return to Washington after attending the Congress of the International Confederation of Free Trade Unions at Vienna, your letters of June 15 and 23 were brought to my attention, and shortly thereafter I received your latter of June 27. This morning I received your letter of June 29.

In view of our telephone conversation of this morning, I do not think it necessary now to write you concerning the various problems that you have encountered in connection with the settlement of this American Chicle matter and which you relate in the letters mentioned.

As we agreed this morning, I think it would be well to arrange a meeting of attorneys, at which should be present you and I and those attorneys representing the Joint Council and the various unions in the Joint Council that are involved in the Chicle matter. Fending the exploration of the possibilities of such a meeting, I think it would be a good idea to communicate with Attorneys Felsiner and Prager and explain to them that we desire to explore the possibility of a settlement once more and suggest that, pending this final exploration, they consent to let the present court litigation and other related legal procedures remain in status quo.

After you have plumbed the possibility of such attorneys meeting, please let me know and if such a meeting is to be held I will arrange to be present.

With every best wish, I am

Sincerely yours,

JAW-mens

J. ALBERT WOLL

Law Offices

ISADORE KATZ

441 Lexington Avenue

New York 17, N.Y.

Suite 1005-6 MUrray Hill 2-5197

June 29, 1955

J. Albert Woll, Eaq. 736 Bowen Building Washington 5, D. C.

he: American Chicle v. IBT, et al.

Dear Al:

I have just been informed by Dan Meyer, Esq. of Sid Cohen's office, that at a meeting of Joint Council No. 16 held last night, the proposed settlement agreement was rejected by all Locals, except Local 807 which voted in favor, and Local 707 which held its vote in abeyance.

Mr. Felstiner called me this morning to inquire about the outcome of the meeting and I gave him the above information.

Under the circumstances, I suppose there is nothing further to be done except to continue preparation for trial.

A few waeks ago, at the suggestion of Sid Cohen, I talked with Einar Mohn about the possibility of working out a aettlement on behalf of the International, Eastern Conference and Local 807, despite the refusal of the other defendants to go along. Mohn was of the opinion, properly I think, that the International could not proceed along such lines and attempt to effectuate an abandonment of the Joint Council and its Locals in this case.

I might say further that at no time was I informed by any representative of the Locals and the Joint Council which opposed the settlement agreement that they desired changes made in the proposed agreement.

If you have any suggestions or advice in view of the present situation, I wish you would advise me.

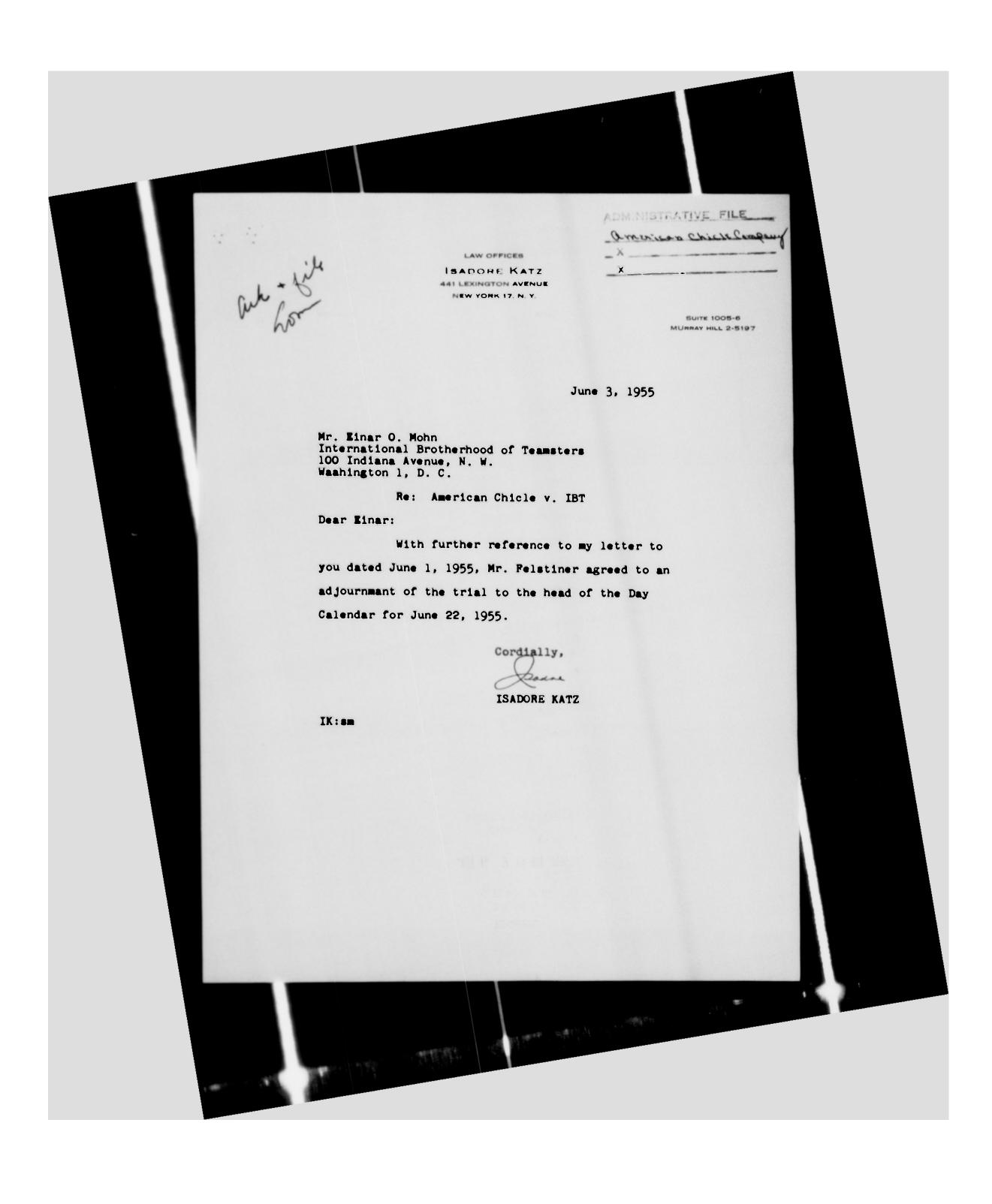
Cordially,

S/ ISADORE KATZ

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House Halifi



LAW OFFICES
ISADORE KATZ
441 LEXINGTON AVENUE
NEW YORK 17, N. Y.

SUITE 1008-8 MURRAY HILL 2-5197

June 1, 1955

Mr. Einar O. Mohn International Brotherhood of Tsamsters 100 Indiana Avenue, N. W. Washington 1, D. C.

Rs: American Chicle v. IBT

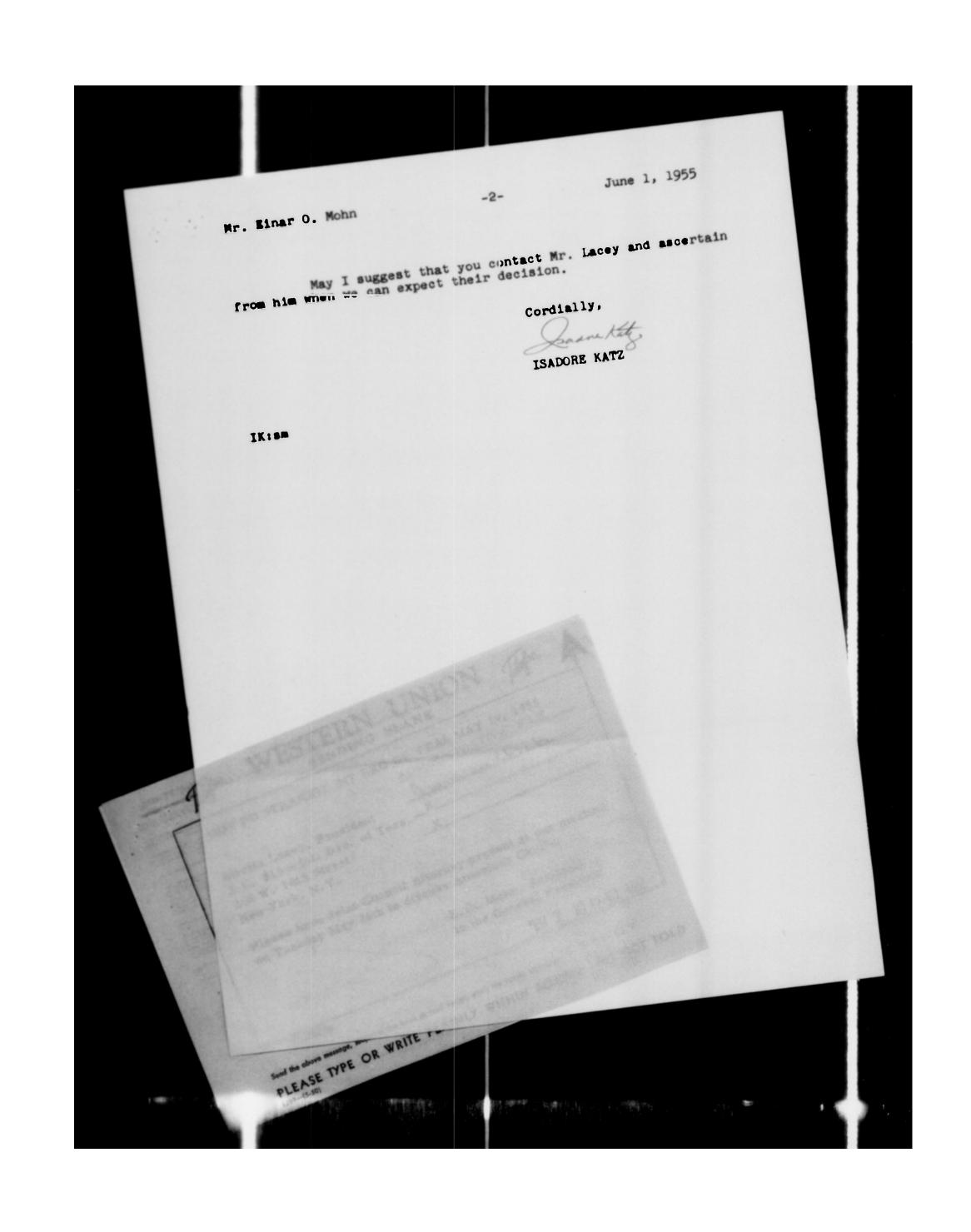
Dear Einar:

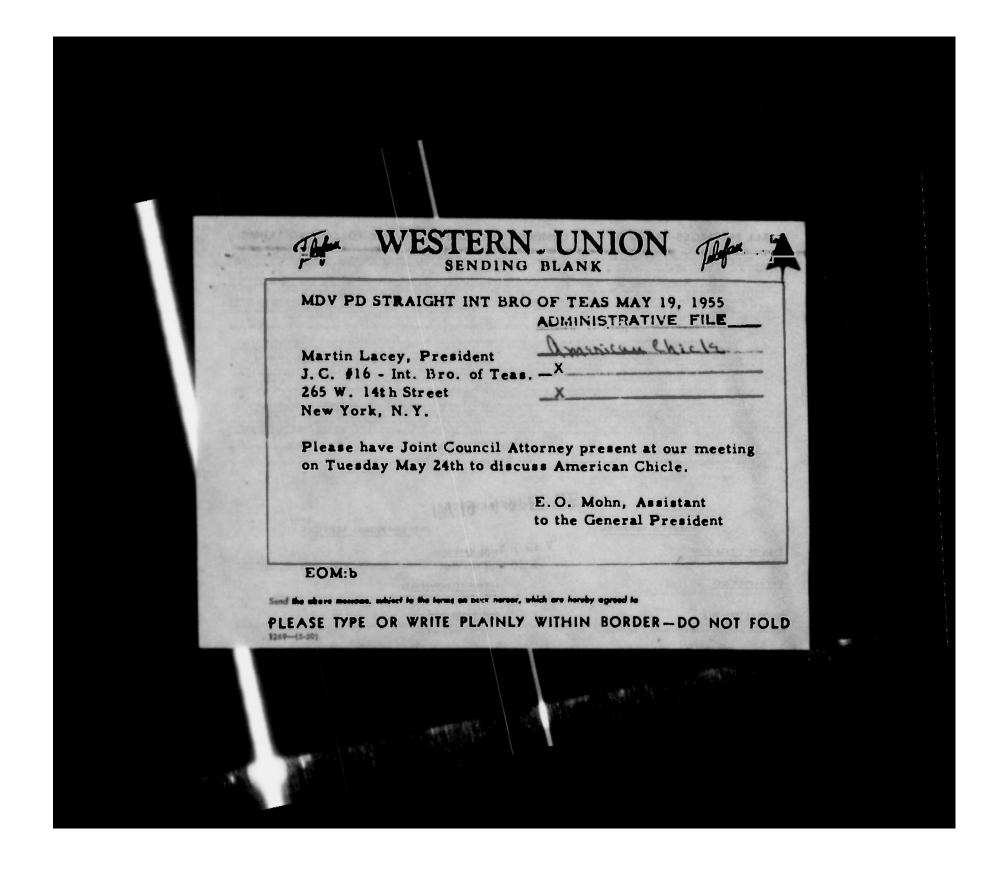
Not having heard from the Joint Council with respect to the proposed settlement agreement, I called Samuel J. Cohen, Eaq., who advised me that copies of the proposed agreement had been distributed to all of the defendants but that he had received no word from Mr. Lacey. However, he said that as soon as he received word, he would advise me. I have heard nothing further.

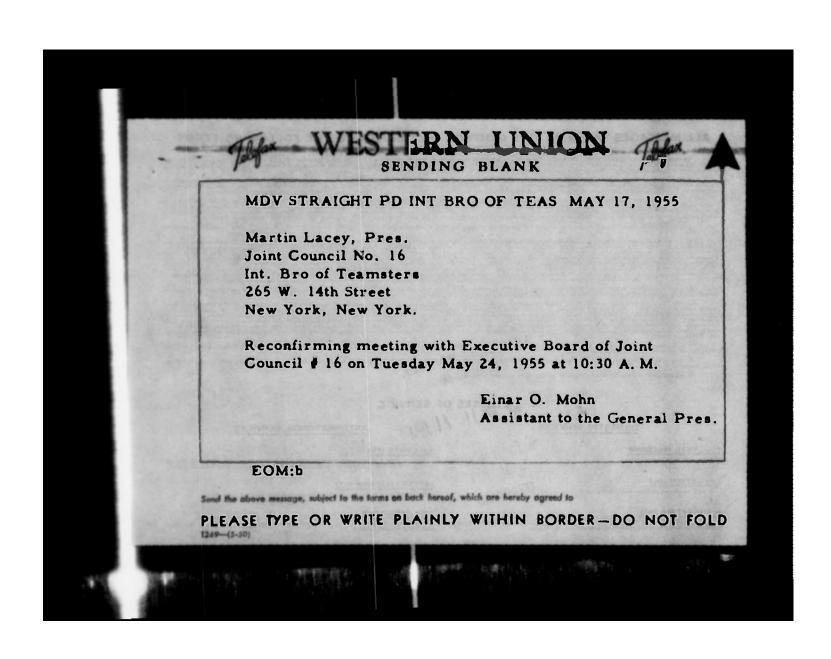
Counsel for American Chicle called me yesterday to advise me that the case was fixed for trial for next week, I explained to him that the sgreement was being considered by all of the Locals and that, under the circumstances, the trial should be adjourned. He promised to move for an adjournment for several weeks.

In the meantims, the National Labor Relations Board contacted me and advised that the Washington office was demanding reports of action in connection with the charges filed by American Chicle in this case. I suggested to counsel for the Regional Office that action be delayed to give time to our people to consider the proposed settlement agreement.

When I laft the meeting, I was of the distinct impression that Mr. Lacey was opposed to the terms of the settlement. I hope that upon mature consideration of all of the circumstances that the settlement will be found acceptable so that the matter can be disposed of without litigation and incurring of heavy costs.







ADMINISTRATIVE FILE LAW OFFICES ISADORE KATZ 441 LEXINGTON AVENUE NEW YORK 17. N. Y. SUITE 1005-6 MURRAY HILL 2-5187 May 18, 1955 Mr. Einar O. Mohn Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America Indians Avenue, N. W. Washington 1, D. C. Re: American Chicle Co. v. IBT Dear Einar: This is just to remind you that the final agreement approved by myself and Al Woll is to be submitted to the New York local bodies for their approval. I trust that you will arrange for a conference in New York and advise me so that I can be present with you to present the agreement for their consideration Cordially youra, ISADORE KATZ IK:sm

J. ALBERT WOLL
GENERAL COUNSEL AMERICAN FEDERATION OF LABOR

ALBERT WOLL
WILLIAM & TYSON
ROBERT C MAYER
JOHO Q MICARITY
OCHASO IL PALLON

May 10, 1955

736 BOWEN BUILDING WASHINGTON 5, D. C.

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Pylor

Mr. Einar O. Mohn, Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 100 Indiana Avenue Worthwest Washington 1, D. C.

In re: American Chicle Co. v. IBT

Dear Einer,

Since our examination and disapproval of the last Settlement Agreement between American Chicle Co., the International Brotherhood of Teamaters, Joint Council No. 16 and a number of Locals of the International, I have been in communication with Attorney Isadore Katz. As a result of our discussions, the proposed Settlement Agreement has now been changed again and I herewith enclose a copy of this latest proposed Settlement Agreement.

I think the enclosed proposed Agreement has cured the easential objections we had to its predecessor. At lasat it is the best we can get and I think that we can live under it. I suggest, as the next step, that this proposed Agreement be submitted to the Joint Council and Locals involved for such observations they may care to make and for possible approval. In that connection I also enclose a copy of a letter from Attorney Katz in which he auguests that a meeting be arranged as quickly as possible with the New York group and states that he will be happy to be present at that meeting to render such assistance as may be necessary.

Sincerely yours

J. ALBERT WOLL

JAW-mmf Encla.

物性:

Law Offices
ISADORE KATZ
Lill Lexington Avenue
New York 17, N. Y.

Suite 1005-6 Murray Hill 2-5197

J. Albert Woll, Esq. 736 Bowen Building Washington 5, D. C.

RE: American Chicle v. IBT

Deer Al:

I enclose herewith the final draft of the agreement between Chicle and the Unions, as agreed upon by us and counsel for the Company.

As I understand it, you will submit this agreement with your recommendation of acceptance to linar Mohn who will, as quickly as possible, arrange for a meeting with the New York Union officials for the purpose of securing their signatures thereto. If liner Mohn desires me to be present at his meeting with the Local Union officials, I shall, of course, be happy to do eo. In any event, the matter is now ripe for completion.

Have a nice time while in Europe, and drop me a postcerd now and then.

Cordially,

S/ Is

ISADORE KATZ

IK:am enc.

AGREEMENT made and entered into this day of 1955 by and between AMERICAN CHICLE COMPANY, hereinafter referred to as "Company" and INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUPFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA,

A. F. of L., EASTERN CONFERENCE OF TEAMSTERS, JOINT COUNCIL NO.
16 and LOCALS 807, 707, 804, 812, 816, 819 and 282, hereinafter sometimes severally and collectively referred to as "Union".

WITNESSETH:-

The Union agrees that for a period of three years from the date hereof, it will not, either directly or indirectly, or in concert with others engage in any picketing and/or economic pressure against the Company.

Subject to the provisions of paragraph II hereof the terms "picketing" and "economic pressure" as used herein mean and include, but shall not be limited to:

- (a) Picketing of the Company's premiaes
 located at 30-30 Thompaon Avenue,
 Long Island City, New York, N. Y.,
 or of any warehouses, customers or
 auppliers, or interfering in any way
 with the receipt or delivery from or
 to any such plant or warehouse of the
 Company of goods, wares or merchandise,
 including railroad transportation, for
 the purpose of persuading the employees
 of the Company to join the Union.
- (b) Secondary boycott of any manner or kind.

- (c) The use of letters, literature, propaganda articles, notices or information of any kind by the Union about the Company in Union publications or elsewhere of a derogatory or disparaging nature concerning the Company's product or which states that the Company is anti-union or hostile to union organization.
- (d) Discoursging or directing, influencing, ordering, persuading any members of the Union or any other union from satering or leaving the Company's premises as a driver, helper or assistant on any truck or vehicle, or relirosd engine car or train to make deliveries to, or pickups at, the Company's premises of goods, wares or marchandies.
- (a) Encouraging or directing, influencing, ordering, persuading any members of the Union or any other union to refuse to enter or leave the Company's premises as a driver, heiper or sesistant on any truck or vehicle, or railroad engine car or train to make deliveries to, or pickups at, the Company's premises of goods, wares or merchandise.

- (a) Nothing herein contained shall prohibit the Union from seeking to organize the employees of the Company by distributing by not more than three (3) persons at any one (1) entrance or exit of the Company premises or warehouses, handbills, letters, litsrature, cards, spplications, or any other material, for the purpose of soliciting the employees of the Company to become members of the Union or sny of its affiliated unions; or by soliciting said employees to designate it or any of its affiliated local unions to be their representatives for purposes of collective bargaining, at the employees' entrances or exits of the Company's premises or warehouses during the hours when the employees come to work, go to lunch or depart from work; Provided, however, that such persons shall not carry or wear any sign or placard of any kind; that nothing herein set forth shall prohibit the Union from calling meetings of the employees of the Company or from approaching such employees individually or as a group outside of their places of employment for the purpose of soliciting tham to become members of the Union or to designate it or any of ite affiliated local unions sa their collective bargaining egant; and that nothing herein shall be deemed to be a limitation on the right of the Union to engage in lawful activities directed solely against any third person with whom the Union or any of its affiliates may have a labor dispute.
- (b) In the event the Union or sny of its chartered iocals or joint councils is certified as the collective bargaining agent by the National Labor Relations Board or other appropriate governmental agency after an election ordered and held under the supervision and direction of such Board or other

deemed e limitation or reservable on the rights of the Union end the employees to angage in leaful activities.

ted under its Constitution and By-Laws,

The Union will take all necessary and appropriate setion jurguent to its Constitution to effectuate this agreement and to comply with the terms thereof and to urge its members to comply. No member, shall be ordered, encouraged, ar directed, in any manner whatsoever to disregard this agreement.

In the event the Company shall claim that this agreement has been breached, then it shall immediately notify the INTERNATIONAL ENOTHERNOOD OF TEAMSTERS by letter or telegrem addressed to it of 100 Indies Avenue, N. V., Washington, D. C., satting forth thereis the acture of the breach and, if it knows, the participante in the sctivities which the Company claims is in breach or vielation of this agreement. Within forty-eight (48) hours after receipt of auch letter or telegram from the Company, the INTHEMES ENGL HASTHERMOOD OF TEAMSTERS will disavow any action which is in Breach or violation of this agreement by forwarding a talegrem to the individual, local union or joint council participating is Said improper activities and will send s copy thereaf to the Company; and if within three (3) days thereafter the breach has not been cured and the improper activities have not seased, then the Company may, at its option, deem this agreement to be at an end, so notify the Union, reinstitute the action hereinsfter referred to in paregraph IV hereof, reinstate charges or prefer ses charges with the NEW and may enforce all other remodies available to it in law or equity; provided, however, that in the enforcement of such other

governmental agency, then nothing herein contained shall be deemed a limitation or restraint on the rights of the Union and the employees to engage in lawful activities.

III

The Union will take all necessary and appropriate action pursuant to its Constitution to effectuate this agreement and to comply with the terms thereof and to urge its members to comply. No member, shall be ordered, encouraged, or directed, in any manner whatsoever to disregard this agreement.

In the event the Company shall claim that this agreement has been breached, then it shall immediately notify the INTERNATIONAL BROTHERHOOD OF TEAMSTERS by letter or telegreen addressed to it at 100 Indians Avenue, N. W., Washington, D. C., setting forth therein the nature of the breach and, if it knows, the participants in the ectivities which the Company claims is in breach or violation of this agreement. Within forty-eight (48) hours after receipt of such letter or telegram from the Company, the INTERNATIONAL BROTHERHOOD OF TEAMSTERS will disavow any action which is in breach or violation of this agreement by forwarding a telegram to the individual, local union or joint council participating in said improper activities and will send a co; y thereof to the Company; and if within three (3) days thereafter the breach has not been cured and the improper activities have not cessed, then the Company may, at its option, deem this agreement to be at an end, so notify the Union, reinstitute the action hereinafter referred to in paragraph IV hereof, reinstate charges or prefer new charges with the NLRB and may enforce all other remedies available to it in law or equity; provided, nowever, that in the enforcement of such other remedies available to it in law or in equity there shall be no action or claim for damages based upon breach of this agreement not cured within the three (3) days if the Union, pursuant to the provisions of this paragraph, takes such measures as are reasonably warranted under its Constitution and By-laws, including suspension or expulsion in case of breach by individual members, and including the appointment of a trustee, suspension or expulsion in case of breach by a local union or a joint council, to discipline the participante in the activities constituting a breach of this agreement.

IV

The Company, upon the signing of this agreement by its attorneys, will irmadiately enter into a stipulation of discontinuance, without prejudice, of the action pending in the United States District Court for the Southern District of New York, entitled "American Chicle Company v. International Brotherhood of Teamstars, et al.", Civil Action No. 95-391, with the attorneys for the various defendants, and said stipulation of discontinuance shall be filed in said action and shall provide that no costs shail be sasessed or claimed by either party sgainst the other in said action; and further, the Company will without prejudice withdraw the charges it had filed with the National Labor Relations Board in Case No. 2-CC-323.

v

Upon the expiration of the period of three years from the date hereof, and the compliance by the Union with the terme of this agreement, the Company will deliver a release from the cause of action set forth in the suit referred to in paragraph IV

above to each defendant in the aforesaid ection. It is underetood and sgreed that the happening of a breach which has been
cured in accordance with the provisions of paregraph III above
during the term of this agreement, or the happening of any
breach which has not been complained of by the Company to the
Union as herein provided in paregraph III shall, upon the expiration of the term provided for in this agreement, be deemed
waived by the Company and shall not be the ground for refusal on
the part of the Company to deliver the releases as aforesaid.

VI

In the event this agreement has been breeched and the breach not cured es provided herein then, if the Company reinstitutes its action referred to in paregraph III hereof, the Uniona, which are parties hereto and such other unions that are not parties hereto but ere defendants in the aforeseid ection and are parties hereto by reference, hereby specifically by themselvae or through the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, waive the statute of limitations as a defense, if such defense should be available to them.

VII

Nothing herein contained shall be deemed, construed or interpreted to be an edmission by the Union or any of them that any activities they did engage in prior to the date hereof constituted a violation of any lew or gave rise to any cause of action or claim for damages.

IN WITNESS WHEREOF, the parties hereto have heraunto

set their hands and seals the day and year first above written. AMERICAN CHICAR COMPANY By INTERNATIONAL ANOTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. 3 EASTERN COMPERENCE OF TEAMSTERS By JOINT COUNCIL NO. TO, INTERNATIONAL SHOTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L. Бу TACAL SOT, INTERNATIONAL BROTHERHOUS OF TEAMSIERS, CHAUFFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. 13y LOCAL 707, INTERNATIONAL PROTHERHOLD OF TEAMSTERS, CHAUPPEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. P. of L. By LOCAL 604, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUPFEURS, WAREHOUSEMEN AND HELFERS OF AMERICA, A. F. of L. 3. - 7 -

LOCAL 812, INTERNATIONAL BROTHERHOOD OF TRANSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

By

LOCAL 816, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

By

LOCAL 819, INTERNATIONAL BROTHERHOOD OF IEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

Ву

LOCAL 282, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, A. F. of L.

Ну

On the	day of	1955, before me
raonally appeared	day of	1955, before me
	_, Exec. Vice-Pres.,	INTERNATIONAL BROTHER- HOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE- MEN AND HELPERS OF AMERICA, A.F. of L.
	, Chairman	EASTERN CONFERENCE OF TEAMSTERS
	, President	JOINT COUNCIL NO. 16, I.B.T., C., W. & H. of A., A.F. of L.
	, Fresidant	LOCAL 807, I.B.T.,C., W. & H. OF A., A.F. 0
	_, Freeident	LOCAL 707, I.B.T.,C., W. & H. OF A., A.F.of
	, Freeldent	LOCAL 804, I.B.T.,C., W. & H. OF A.,A.F. of
	, President	LOCAL 812, I.B.T., C. W. & H. OF A., A.F. of
	, President	LOCAL 816, I.B.T.,C., W. & H. OF A.,A.F. of
	, Freeident	LOCAL 819, I.B.T.,(., W. & H. OF A., A.F. of
	, President	LOCAL 282, I.B.T., C. W. & H. OF A., A.F. of

sworn, each for himself did depose and say that he is the duly

aleetad officar of the unincorporated labor organization as set

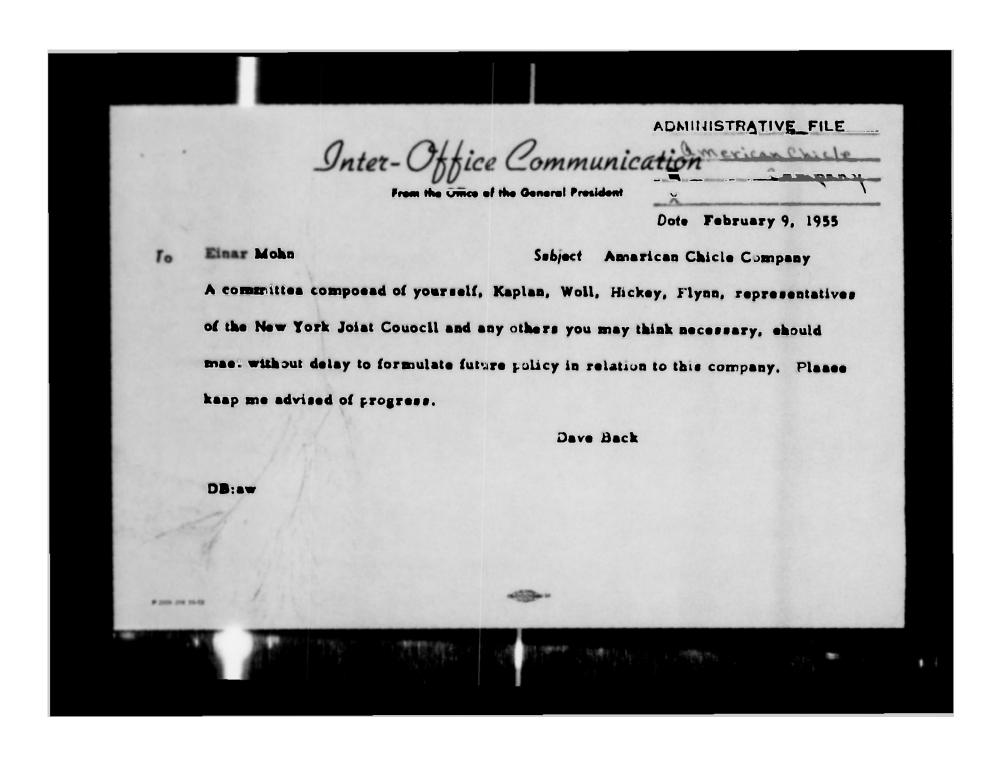
forth abova, which executed the foregoing agreement; that he was

officer as set forth above to sign his name thereto, and that he

duly authorized by the labor organization of which he is an

signed his name thereto pursuant to said authorization.

ADM . USTRATIVE FILE V american Chicle lo. LAW OFFICES _ 12 L 801 X 101 ISADORE KATZ 441 LEXINGTON AVENUE NEW YORK 17, N. Y. SUITE 1005-6 MURRAY HILL 2-5197 May 18, 1955 Mr. Einar (). Mohn Executive Assistant to the General President International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America 100 Indiana Avenue, N. W. Washington 1, D. C. Dear Einar: Al Woll forwarded to me a copy of his letter to you dated May 10, 1955, in which he auggested, purauant to my suggestion, that a retainer fee in the sum of \$1500. be forwarded in connection with the recent action of the Pederal Grand Jury at Syracuse, New York. Mr. Sheinberg has entered the case with great zeal and has already made a trip to Albany to interview various individuals. He inquired about the retainer fee, and, therefore, I am writing to you requesting that the retainer fee be forwarded pursuant to Woll's letter of Cordially yours, ISADORE KATZ IK:sm



ADM. STRATIVE FILE JOINT COUNCIL No. 16 American Chicle Comband

TEAMSTERS-CHAUFFEURS-WAREHOUSEMEN &HELPERS INDESTRUCTION OF THE PROPERTY OF AMERICA

AMERICAN FEDERATION OF LABOR

Office 265 WEST 14th STREET - ROOM 708 NEW YORK 11, N. Y.

Phone: CHoises 3-7740

Advisory Committee THOMAS REILLY JOHN BCK
Local 814
JOHN DE LURY DENNIS CHOTTY

January 6, 1955

r. Dave Teck, Ceneral President International Trotherhood of Teamsters 100 Indiana Avenue, N. W. Mashington 1, D. C.

Dear wir and Brother:-

HARRY SCHOPBACK Trains HARRY BESSLER Trains

· 201

Enclosed you will find a photostatic copy of a letter from our attorney, Samuel J. Cohen, which is self-

You no doubt can well appreciate our concern in this matter and I therefore earnestly request that you use your food offices to remedy this situation.

raternally yours,

MTL:VM
Ociu-163
Enclosure

raternally request that you use
raternally yours,

"artin T. Iacey,
President

MTL:VM Ociu-153 Enclosure LOCAL 584
Milk Wagon Drivers and Dairy Employees

LOCAL 1205 Lumber Plants, Warehousemen & Allied Products

INCAL TOT Highway & Local Motor Freight Drivers, Deckman and Helpers

SAMUEL J. COHEN COMBELLOR AT LAW 80 EAST 48T STREET NEW YORK 17. N. Y.

SAMURL J. COMEN HENRY WRIDS

MURRAY HILL 8: 6077

January 6, 1955

Mr. Martin T. Lacey, President Joint Council No. 16 265 West 14th Street New York 11, N.Y.

Re: American Chicle Co.

Dear Marty:

On December 20, 1954 the term of office of George J. Bott, the former General Counsel to the National Labor Relations Boerd expired. Thereafter President Eisenhower nominated a Chicago attorney nemed Theophil C. Kammhoitz but the Senate never got around to taking up the matter of confirmation. The result is that up to the present writing the Board does not have a General Counsel.

Under the law as lt now stands only the General Counsel has final authority to investigate unfair labor practice charges and to issue and prosecute complaints.

The investigation which has commenced in the above matter can never be brought to any conclusion unless and until there is a new General Counsel duly appointed.

It should also be fully understood that when such Counsel is appointed it is largely a matter of his discretion and good judgment as to whether a complaint is warranted in any particular case.

In view of the great importance to the Teamster movement of preserving the traditional right of labor to support an organizing drive I would suggest that this matter be brought to the attention of the A. F. of L. and its legislative representatives and supporters so as to insure the appointment of a fair minded General Counsel.

Sincerely yours,

SJC:TAK

Down Colum